December, 1965

THE Signalman's JOURNAL

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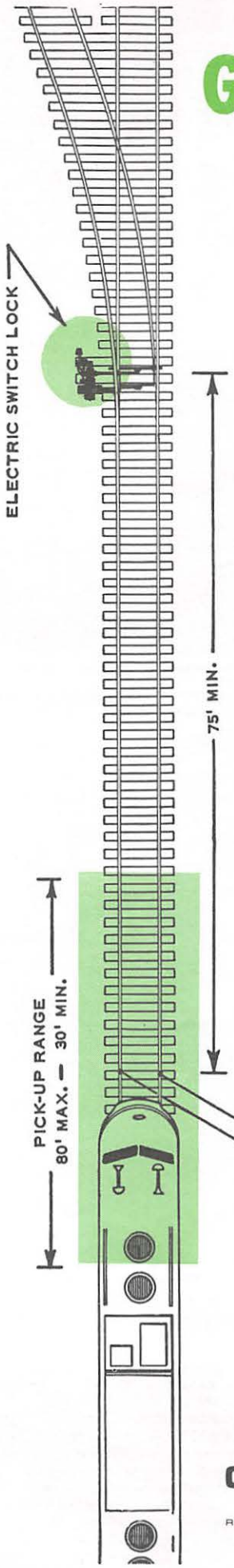
GRS OVERLAY TRACK CIRCUIT
for switch lock release



OVERLAY OPERATION

The GRS Series Overlay Track Circuit (OTC) uses 10-kc energy to obtain a short, independent, detector track circuit for switch lock release. OTC can be superimposed on any existing track circuit; d-c, a-c, or coded. There is no mutual interference.

NO INSULATED JOINTS

OTC is self-limiting—*needs no insulated joints.* Lock-release range is 15 to 40 feet either side of rail connections, depending on battery voltage. Release range does not extend to switch points. Changes in ballast resistance from infinity down to 2 ohms per 1000 feet have negligible effect on operation.

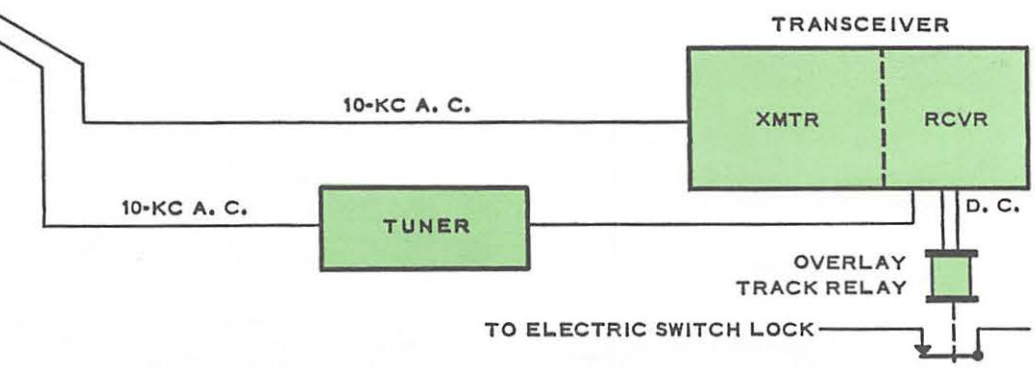
ONLY TWO TRACK LEADS

OTC is series-connected—requires only two rail connections. The train completes the lock-release circuit. For lock release, series-connected OTC is fail-safe. If the overlay track relay does not pick up, the switch remains locked.

BATTERY-SAVING TRANSISTORS

OTC works directly from 9-12 volt battery—uses battery-saving transistors. Battery drain does not exceed 40 ma. standby, 200 ma. under shunt.

A single-unit transceiver combines transmitter and inert receiver. Transceivers may be used interchangeably without adjustment. A separate tuner compensates for variation in track lead length. The transceiver occupies the space of a Type B Size 2 relay; tuner, space of a Type B Size 1.



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A UNIT OF GENERAL SIGNAL CORPORATION
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E. L. Abbott, Editor and Manager
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December, 1965

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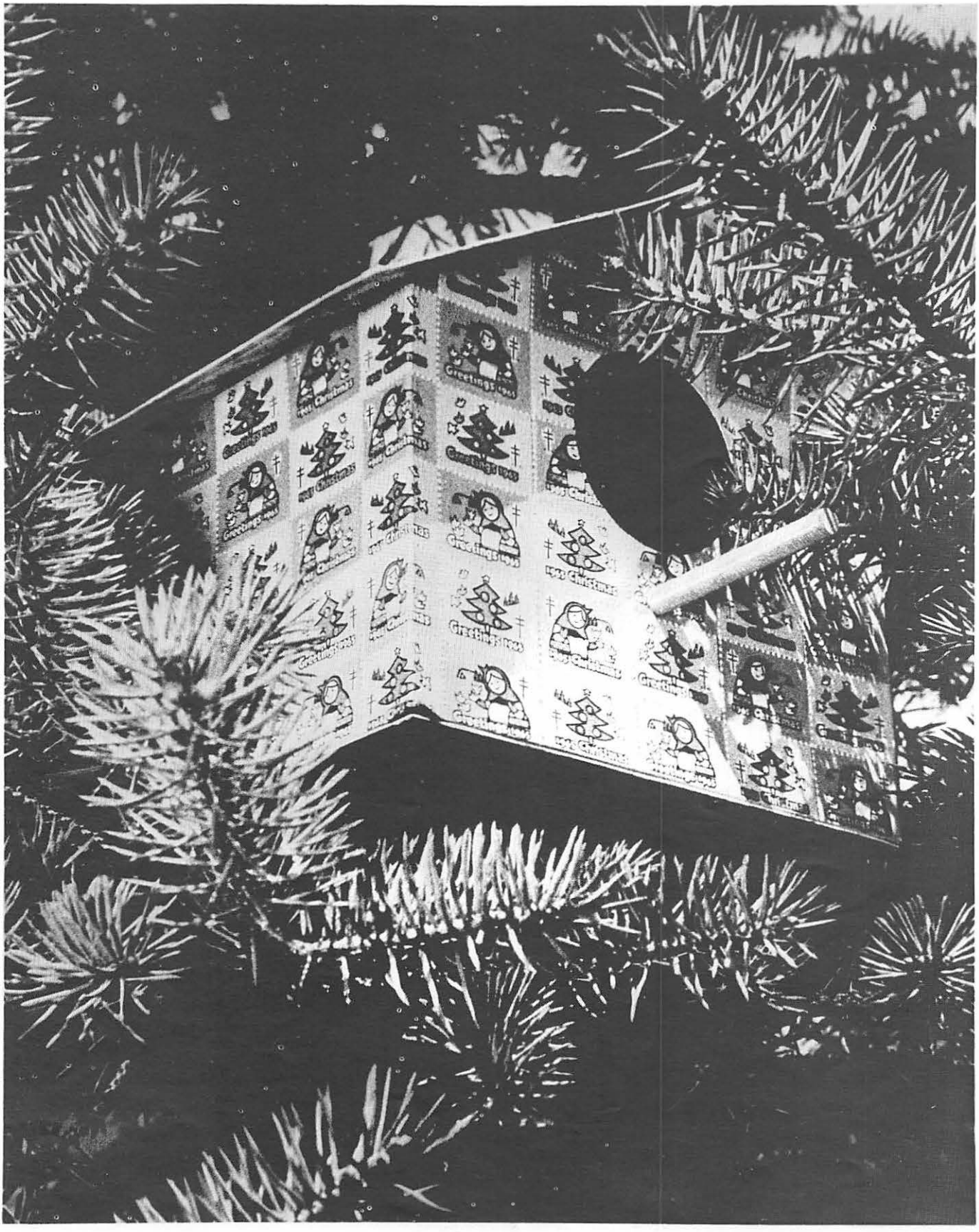

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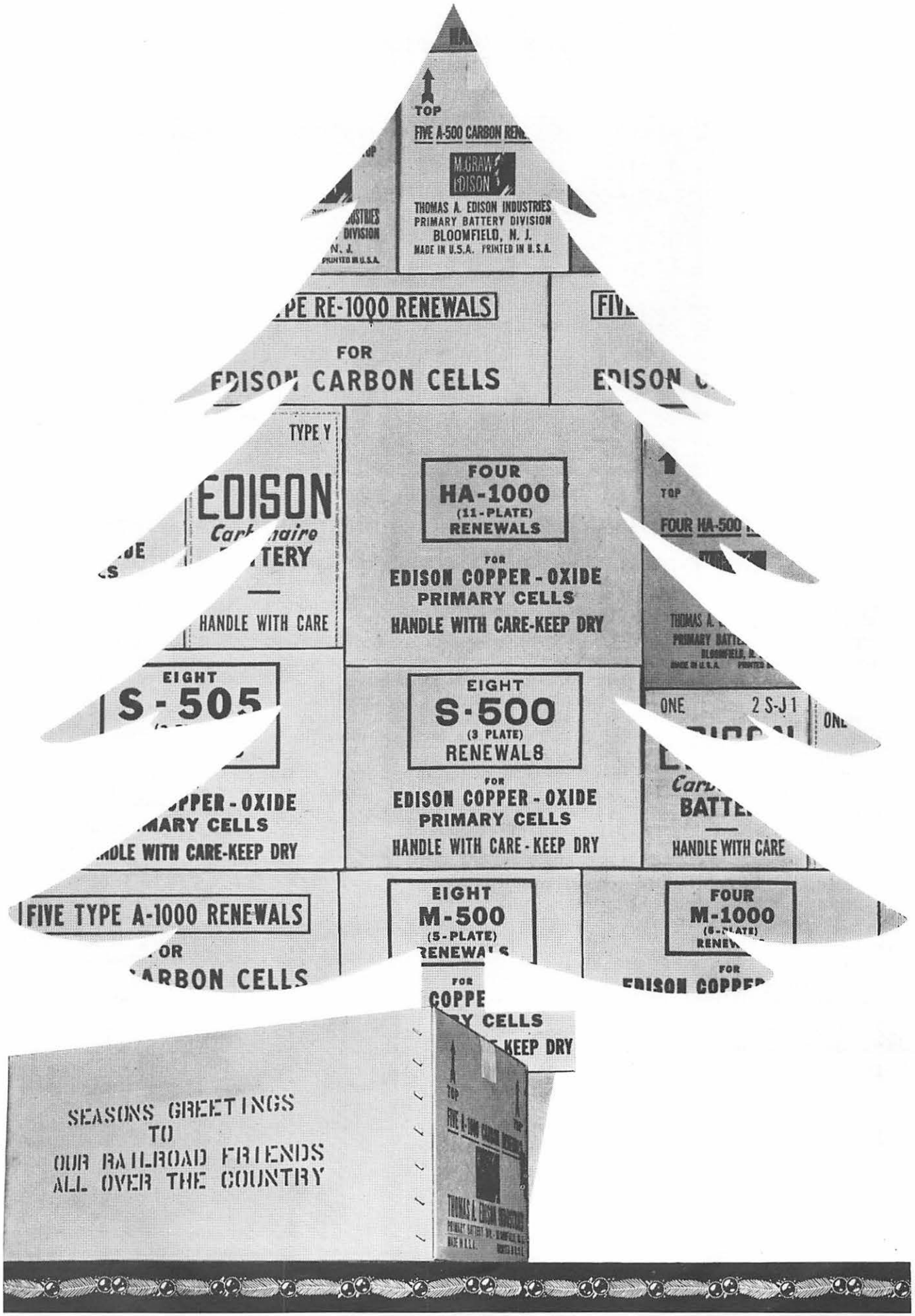
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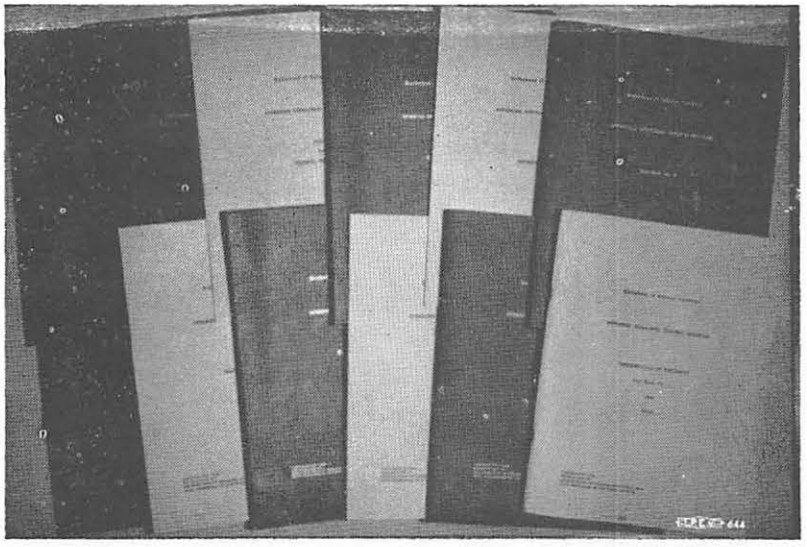

Apprentice Signalman Training Program Texts Furnish Detailed Hard to Get Information

WELL TRAINED SIGNALMEN are necessary in the installation and maintenance of signal systems on our Nation's railroads.

The technology of modern signaling is advancing at a rapid pace. New developments are being made in this specialized field regularly. Are you keeping pace with the Industry? Where can you look for help?

The Brotherhood of Railroad Signalmen is offering a series of text books, prepared especially for signalmen, at a nominal cost. A thorough knowledge of the contents of these specially prepared texts will make you a valuable asset to the company for which you work.

Text No. 1 deals primarily with carrier rules, motorcar operations, and the fundamentals of electricity as relating to signal devices, circuit symbols and nomenclature.

Text No. 2 explains signal terms and definitions, relays and relay circuits, track circuits, line circuits, code lines, and batteries used in signaling. Meters are also discussed in this text.

Text No. 3 emphasizes and explains the purpose and function of different types of relays, automatic signaling, time code control, and deals with the first principles of electronics.

Text No. 4 explains in detail the use and function of traffic control systems of signaling, and an elementary study of power switch machines.

Text No. 5 furnishes information regarding crossing protection, steady track battery on coded track circuits, polar stick relays, both front and back contact cut sections, and ICC tests of signal equipment.

Text No. 6 deals exclusively with a simple automatic interlocking and modifications necessary to operate it by remote control.

Text No. 7 is a comprehensive digest of information related to the TCS control machine; the generation and transmission of codes; chain repeat action of coding units; and indication code preference.

Text No. 8 covers electric locked switches; and maintenance procedures for detector devices, coded track circuits, carrier equipment, and diesel generators.

Mr. C. J. Chamberlain, Secretary-Treasurer
Brotherhood of Railroad Signalmen
2247 Lawrence Avenue
Chicago, Illinois 60625

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Christmas Greetings to our Members and Friends

At this season of cheer and good will, when loved ones gather together with their friends, we pause to reflect and be thankful for the opportunity to renew spiritual lives and attitudes toward our fellow-men.

Your officers join in wishing you and your families every happiness.

We wish to express sincere appreciation for the many outstanding contributions which you have made. At Christmas, more than at any other time of the year, comes the realization of the interdependence in life. We feel a desire to show our feelings of good will toward those who are responsible in some measure for our own success.

We have had an impressive year with significant advances. However, a great many challenges remain to test our strength and determination. With the fine spirit of dedication and cooperation we enjoy within our Brotherhood we are confident that our progress will continue.

We extend cordial best wishes for a joyous holiday season and hope that the New Year will bring you health and happiness.

Jesse Clark President	*C. J. Chamberlain* Secretary-Treasurer	*C. S. Chandler* Vice President
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Gerald Orndorff Vice President	*B. H. Steuerwald* Vice President	*H. A. Stockdale* Representative

ACT NOW

RAILROAD EMPLOYES AND their wives 65 years old by January 1, are urged to sign up now for supplemental medical benefits available under Medicare. This includes employes who are still working and who are therefore not yet on the railroad retirement or social security benefit rolls.

A person age 65 before January 1, who does not sign up for medical coverage by March 31:

- Cannot get a second chance to sign up until October 1, 1967.
- Cannot get medical coverage before July 1, 1968.
- Will pay 30 cents a month more in premiums if he waits until he has the next chance on October 1, 1967.

The supplemental medical benefits under Medicare will cost each person who signs up now, $3 a month beginning July 1, 1966. The benefits come at bargain rates because the Government also chips in $3 a month. It is not possible to duplicate under private insurance the benefits available under Medicare for the rates paid by the employe.

Election of the medical benefit coverage is a desirable addition to any coverage an employe may already have under other insurance or a railroad hospital association plan. By the time benefits become payable under Medicare, July 1, 1966, insurance plans covering railroad employes will be dovetailed with Medicare benefits.

Railroad employes and their wives who are now age 65 or over but who are not yet on the benefit rolls of the Railroad Retirement Board can sign up for supplemental medical benefits and establish eligibility for the basic hospital benefits by contacting any office of the Railroad Retirement Board. Proof of age will be required and for wives, proof of marriage.

At the time an employe or wife signs up for supplemental medical benefits, eligibility for basic hospital benefits will also be established. This action assures prompt receipt of the hospital benefits that are available to everyone over 65 without extra cost to them.

A different procedure applies to persons who are on the benefit rolls of the Railroad Retirement Board or Social Security Administration. If they are 65, eligibility for basic hospital benefits is automatic without any special action by them. They are sent a card in the mail to use to sign up for the supplemental medical benefits. Over 800,000 cards have so far been mailed to people on the benefit rolls of the Railroad Retirement Board.

The sign up card for supplemental medical benefits is reproduced below. This is a sample only. The cards to be used are in the Railroad Retirement Board offices. And remember, if you are not on the benefit rolls of the Railroad Retirement Board or Social Security Administration, other actions are necessary to establish eligibility for the basic hospital benefits.

RAILROAD RETIREMENT BOARD

APPLICATION FOR ENROLLMENT
in the
Supplementary Medical Insurance Program

PLEASE READ THE ENCLOSED LEAFLET

Do not write in the space above

TO GET MEDICAL INSURANCE → CHECK ☐ YES

The Federal Government will pay half the cost of this insurance. Your share of the cost ($3) will be deducted from your monthly railroad retirement check

IF YOU DO NOT WANT THIS MEDICAL INSURANCE → CHECK ☐ NO

ENTER YOUR COUNTY	ENTER YOUR ZIP CODE

SIGN HERE

Signature by mark (X) must be witnessed below.

SIGNATURE OF WITNESS

ADDRESS OF WITNESS

The enclosed leaflet gives a brief explanation of the medical insurance which you can purchase to supplement your hospital insurance.

Please check the appropriate box on the other side of this card and mail the card in the enclosed postage-free envelope. Please fill out and mail the card even if you do not want medical insurance, so that we may be sure you have had an opportunity to consider the medical insurance plan.

TO: RAILROAD RETIREMENT BOARD
P. O. BOX 8440
CHICAGO, ILLINOIS 60680

DO NOT BEND, FOLD, STAPLE, OR OTHERWISE MUTILATE THIS CARD

Brotherhood Grand Executive Council Studies Past, Looks to Future

OUR GRAND EXECUTIVE Council met recently in Chicago in a fast moving four-day meeting, to make plans for the future and study problems now confronting our Brotherhood.

In view of the forthcoming termination of the moratorium provisions contained in current wage and rules agreements, the Council studied tentative plans and ideas which should be included in future negotiations. This subject is to receive further study and the Council will give this matter further consideration at its next meeting to be held in early January, 1966.

Brotherhood President Jesse Clark reported on his attendance at the signing of the Mass Transportation Act of 1965 in Washington, D.C. President Lyndon Johnson addressed the Chief Executives and Carrier Presidents jointly and demanded that all parties come up with definite ideas on how to improve present railroad systems to make them the fastest and most efficient in the world. Subsequent meetings on this subject will be called by President Johnson in Washington, D.C. during January 1966, President Clark said.

The Louisville & Nashville Union Shop Agreement was discussed and it was pointed out that there is a general improvement in Brotherhood conditions on that Carrier since the signing of the Agreement on July 1, 1965.

Motorcar Rules

The Council discussed Safety Legislation and President Clark reported that the Carriers have made a definite proposal for track motorcar operating rules. Clark explained to the *Journal* that it is anticipated the rules will be established by the Carriers as minimum requirements.

Secretary-Treasurer C. J. Chamberlain reported that the sale of Apprentice Training text books is continuing and a number of the Carriers are ordering complete sets.

Vice-President P. T. Drummond reported that the number of cases reviewed for handling to the National Railroad Adjustment Board has increased recently due to numerous claims under the February 7, 1965 Agreement.

In discussing pending revisions to the Interstate Commerce Commission's Rules Standards and Instructions, President Clark advised that "we are awaiting the report of the I.C.C. hearing examiner. It is anticipated that this report will be released shortly after the first of the year 1966."

Insurance protection for signal employes while operating or riding highway vehicles—"Coming and Going Insurance"—was discussed, in line with discussions at our Brotherhood's recent Convention, and President Clark advised that he has received tentative proposals from three insurance companies on insurance coverage for our members while operating or riding highway vehicles. Clark added that definite proposals will be submitted to the Council for consideration at its next meeting.

In reporting on the Florida East Coast strike situation, President Clark pointed out that the Patman bill, which would help to relieve this situation, had passed the House of Representatives in Congress but no action was taken by the Senate at the recently closed session of Congress. There was a general discussion of conditions and Brotherhood policy in connection with the F.E.C. Strike.

It was reported that plans are moving forward for the introduction of a bill during the next session of Congress to provide for a supplemental pension plan for employes, paid for by the Carriers.

Vice-President Gerald Orndorff reported on the operation of the NRAB and the Supplemental Third Division Board. The report indicated that the backlog of cases has been reduced, however, it was recommended that the establishment of special Boards of Adjustment be encouraged on Carriers where we have 10 or more cases pending.

A report, received from the Editor and Manager of *The Signalman's Journal* indicated that in spite of increased costs, production economies have held the per-issue cost at previous levels. A Council Committee, previously appointed to investigate the financial condition of our official publication reported that "It is the opinion of the Committee that, if the *Journal* is to sustain itself in line with the present financial setup, advertising must be secured and the Editor-Manager should make every effort possible to secure and regain advertising." The Committee also recommended that technical changes previously worked out, be put into operation as soon as possible and that the Editor and Printer study and initiate other ways and means to make the operation more efficient.

Grand Lodge Representative H. A. Stockdale reported on general conditions in Canada and advised the Council of the proposed joint movement of non-ops in Canada. Brother Stockdale reported on details of the Canadian pension plan which will go into effect January 1, 1966. The Council was also advised that Brother Stockdale had been elected Secretary of the Non-Operating Negotiating Committee and General Conference Committee. (The General Conference Committee is composed of all Non-Op General Chairmen and higher officers.)

The request of the members of the Union Pacific Pocatello, Idaho, Signal Shop, that they be permitted to elect a Local Chairman from the Signal Shop who may represent the the signal shop on the Union Pacific General Committee, was discussed and the Grand Executive Council recommended that the members in the shop consider the establishment of a separate Local within the Pocatello Signal Shop, as the granting of special dispensation in this case would appear to be in conflict with the provisions of our Brotherhood's Constitution.

President Clark advised that he had received material from the Cleveland Institute of Electronics which may be of interest to our members. It was agreed that this material should be reviewed for future use and consideration.

Railroad NEWS IN BRIEF

THE CHESAPEAKE AND Ohio Railway has ordered Syncro-step control equipment from the General Railway Signal Company, a unit of General Signal Corporation, for remote control of the interlocking at Mershon Junction, Michigan.

The C&O also has ordered signaling materials from GRS for their interlocking at Plymouth, Michigan.

THE SANTA FE RAILROAD has added sleeping car space to its Kansas City-Dallas overnight trains with upper-lower berth accommodations for coach fare plus space charges, or roomettes-bedrooms at first-class fare plus space charges.

THE READING COMPANY recently placed an order for 7—2R64 base station radios, 104—2R64 units and one portable CARRYPHONE from Union Switch & Signal Division of Westinghouse Air Brake Company. Specially designed for railroading applications, the radio units will be used by Reading to replace older equipment.

THE ALBERTA RESOURCES Railway Corp. and the Canadian National Railways recently signed an agreement for the construction of a 100-mile railroad in northwestern Alberta. The railway will run off the CNR's main line to tap an area rich in natural resources, including coal deposits, to the north. CNR will build and probably will operate the road.

THE ILLINOIS CENTRAL Railroad has placed two orders with Union Switch & Signal Division of WABCO for radio communications equipment for new installations. The orders consist of 29 base station 2R64 radios and 71 mobile 2R54 locomotive units.

THE LEHIGH VALLEY RAILroad Company has ordered control and signaling equipment from the General Railway Signal Company, a unit of General Signal Corporation, for installation at Sayre, Pennsylvania.

THE PORT OF NEW YORK Authority and the city of New York recently urged the Interstate Commerce Commission to require the Norfolk & Western Railway to include the Erie-Lackawanna Railroad in its present system "in the public interest in order to preserve and strengthen the vitally important facilities and services provided by the Erie-Lackawanna to the New Jersey-New York metropolitan area and the Port of New York."

THE NATCHEZ & SOUTHern Railway, a wholly-owned subsidiary of the Missouri Pacific, has been merged into the MoPac System in the interest of corporate simplification. The N&S, which has 11 miles of road in Mississippi, operated a transfer boat across the Mississippi River between Vidalia, La., and Natchez.

THE ATLANTIC COAST LINE Railroad recently ordered communications equipment consisting of a portable CARRYPHONE unit, 16 mobile 2R64 caboose sets and 27 mobile 2R54 locomotive sets from US&S Division of Westinghouse Air Brake Co.

THE KENNECOTT COPPER Corporation has ordered Type J centralized traffic control equipment from General Railway Signal Company, a unit of General Signal Corporation, to further expand control of their rail operations from Copperton Yard at Bingham Canyon, Utah.

CHESAPEAKE & OHIO AND Baltimore & Ohio railroads announced recently a series of coordinations affecting some C&O/B&O functions in nine cities on its 12,000-mile system.

Gregory S. DeVine, president of C&O and B&O, said the consolidations would take place throughout 1966.

Cleveland and Baltimore will continue to have executive offices. Huntington will become the engineering and mechanical center of C&O/B&O and Baltimore will become the operating and transportation center. The present three operating regions on each railroad will be consolidated into four joint regions headquartered at Richmond, Pittsburgh, Detroit and Cincinnati. Chicago and New York will remain separate operating entities of B&O/C&O.

The departmental consolidations must be negotiated by C&O/B&O and the railroad brotherhoods, and the outcome of these negotiations will determine the number of people affected.

LOUISVILLE & NASHVILLE Railroad will enlarge by one-third its automobile-handling facility at Atlanta, Georgia, a project which will make the Atlanta facility the largest of its kind in the United States. In other facility improvements, L&N will expand its rail-welding facility at Nashville and add lead trackage to serve new industry at Knoxville, Tennessee.

THE KENTUCKY AND INDIana Terminal Railroad Company has ordered Type J remote control equipment from General Railway Signal Company, a unit of General Signal Corporation, for control of FG interlocking from M Tower, Louisville, Kentucky.

THE ATCHISON TOPEKA and Santa Fe Railway has ordered communications equipment from Union Switch & Signal Division of WABCO. The order consisted of 97 locomotive-carried 2R54CT radio and 51 portable CARRYPHONE radios to replace older equipment.

THE MILWAUKEE ROAD and the Chicago & North Western Railway will share facilities of a new Milwaukee Road passenger terminal in downtown Milwaukee which opened in August. The two railroads operate 30 passenger trains daily in and out of Milwaukee.

THE CHICAGO GREAT WESTern with I.C.C. approval, is discontinuing its last two passenger trains, overnight coaches 13 and 14, between Minneapolis and Omaha.

THE PENNSYLVANIA RAILroad will build a 15-ton covered dry-bulk hopper car 70 feet long, 10½ feet wide, mounted on two 6-wheel trucks.

Labor-Management Interpret Stabilization of Employment Agreement

Officers of our Brotherhood in cooperation with officers of other cooperating organizations, and representatives from the Railroads, after careful study and consideration have agreed on a joint interpretation of the February 7, 1965 Mediation Agreement.

Numerous disputes have resulted from the agreement and it was found necessary by both labor and management to work out interpretations of many of the key points. This was done to forestall the submission of a great number of disputes to the Disputes Committee.

The interpretations of the provisions of the agreement, as reproduced below, have been agreed upon by the parties and will have the same force and effect as the provisions of the Agreement.

Representatives of all railroads, members of the National Railway Labor Conference headed up by Chairman J. E. Wolfe, met in Chicago on December 2. Mr. Wolfe explained that the meeting was held to explain in "complete detail exactly what the interpretations are intended to accomplish" and to inform those present "that we expect any claims that have arisen out of the Agreement of February 7, 1965 to be disposed of in conformity with these interpretations if the interpretations are pertinent to the issue. We shall make it clear," he added, "that these interpretations are controlling both as to pending claims and those that may arise in the future."

President Jesse Clark commented that "we believe it is incumbent upon us to make an honest effort to dispose of pending disputes in connection with this Agreement."

Clark pointed out that considerable discussion was had with respect to paragraph 1 (a) of the interpretation of Article III, as it was contended that some agreements have been made permitting the transfer of employes from one seniority district or roster to another—without an implementing agreement as provided for. Any such agreement made subsequent to the February 7, 1965 Agreement is improper and should be nullified. However," Clark added, "we agreed — if any carrier and organization entered into an agreement prior to the Feb. 7 Agreement, permitting the transfer from one seniority district to another, that such transfer will not be disturbed by reason of the interpretations agreed upon."

ARTICLE I—PROTECTED EMPLOYES

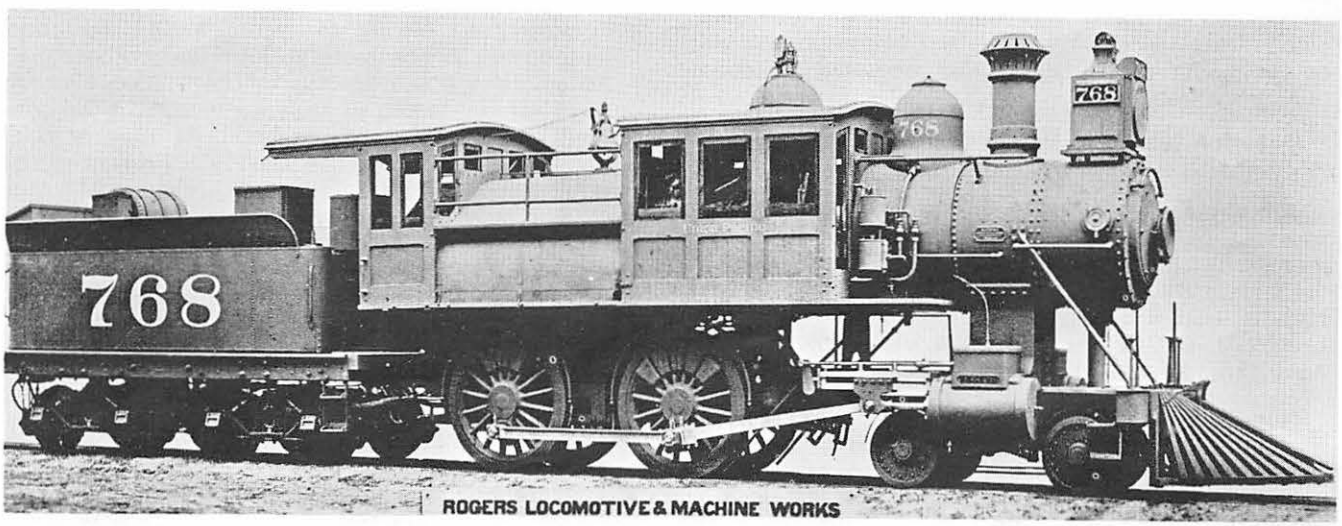
Section 1

In determining whether an employe who was on furlough on October 1, 1964, where extra boards are not maintained meets the "active service" requirement of Article I, Section 1, on that date, the following will govern:

The total number of days an employe performs service during months in 1964 in which such employe is furloughed during the entire month should be divided by the total number of such months (irrespective of whether the days of service and the months of furlough in 1964 precede or follow October 1, 1964) and if the quotient of this calculation is seven (7) days or more the employe shall be considered to have been in "active service" on October 1, 1964. Days of service in which an employe is furloughed only a part of the month shall not be taken into account in determining whether the employe meets the "active service" requirement.

Employes who were on furlough on October 1, 1964 and were not then available for all calls because of restrictions they had voluntarily placed on their availability are not to be considered in "active service" on that date.

All employes who meet the qualifications herein specified and the other qualifications under Article I, Section 1, of the Agreement dated February 7, 1965,



The odd locomotive above was one of eight acquired by the Union Pacific in 1887 and placed in service at Laramie, Wyo. With the operating cab astride the boiler and a separate cab for the firemen at the rear, the engine was known as a "camelback." A few eastern railroads had many engines of this type, but on the rails of the west it was something of a rarity.

who were on furlough on February 7, 1965 are entitled to be returned to active service no later than March 1, 1965.

Question No. 1: What are the protected rights of an employe who had two years of employment relationship on October 1, 1964, who had worked more than fifteen days in 1964, but was furloughed on September 30, 1964, and performed no service prior to February 8, 1965?

Answer to Question No. 1: Such an employe is not protected under Article I, Section 1, but has rights to recall, compensation and exercise of seniority as is required to be accorded him pursuant to the applicable working agreement.

Question No. 2: An employe is furloughed on August 15, 1964, performs nine days of extra work in August, ten days in September, ten days in October, four days in November and three days in December. Does he meet the "active service" requirement of Article I, Section 1, as of October 1, 1964?

Answer to Question No. 2: No. Although such an employe performed 36 days of extra work in the course of five months while furloughed, August is not taken into account because he was not furloughed during the entire month; during the remaining four months of 1964 he performed 27 days of service which is insufficient to meet the average of 7 days per month.

Question No. 3: An employe who is furloughed during the entire year of 1964 performs a total of 84 days of extra work during the year, all before October 1, 1964. Does he meet the "active service" requirement of Article I, Section 1, as of October 1, 1964?

Answer to Question No. 3: Yes. He has performed the required average of 7 days of service for each month furloughed in 1964.

Question No. 4: Are employes who, by reason of personal illness, personal injury or because of their occupancy of an elective office or serving as a full time official with one of the unions parties to the February 7, 1965 Agreement who failed to qualify as protected employes under Article I, Section 1, of the agreement entitled to protection if they would have otherwise qualified for protection?

Answer to Question No. 4: Yes. These employes, insofar as guaranteed compensation is concerned, would be guaranteed the rate of the position held on October 1, if they were holding a position in their own name; otherwise, guaranteed compensation will be on the basis of the position occupied on return to active service.

Question No. 5: Is the term "employment relationship" synonymous with "seniority"?

Answer to Question No. 5: The term "employment relationship" used in this Section should not be confused with the term "seniority", since it was used in the agreement to provide protection to employes who had at least a 2-year employment relationship with a carrier on October 1, 1964, but who may not have had at least 2 years' seniority.

Question No. 6: Are employes who meet the specified qualifications of "protected employes" and who were furloughed on the date of the agreement entitled to return to active service before March 1, 1965, if pursuant to their rights under the schedule agreement they elected to remain furloughed rather than exercise seniority to obtain work at a distant point, or temporary work, or work in a lower-rated classification?

Answer to Question No. 6: This question is answered in the preceding interpretations of Article I, Section 1.

Question No. 7: What rights to employment or guarantee of compensation does an unprotected employe have?

Answer to Question No. 7: Except as provided in Article III, Section 5, such an employe retains his seniority rights and is entitled to such employment as he can obtain pursuant to such rights. The only compensation guarantee he has is the agreed-upon rate for the work he performs in pursuance of his exercise of seniority.

Question No. 8: Can a "protected employe" become unprotected other than pursuant to Article II; specifically, is a "protected employe's" protected status affected by being displaced by a senior unprotected employe?

Answer to Question No. 8: No.

Question No. 9: Can employment in more than one craft be counted in determining protected status?

Answer to Question No. 9: Ordinarily no; however, in cases such as promotion of a telegrapher to train dispatcher, promotion of a clerk to yardmaster, etc., where the seniority in the craft from which promoted is retained, employment in the higher classification will be counted.

Question No. 10: Can employment in more than one seniority district in the same craft on the same carrier be counted in determining protected status?

Answer to Question No. 10: Yes, provided the employe acquired and retained seniority on each seniority district or roster or was transferred to another seniority district or roster at the request of management for temporary service. Otherwise, no.

Question No. 11: Are employes who had 2 or more years' employment relationship on October 1, 1964, but who were absent in military service on October 1, 1964 and whose absence in military service prevented them from performing 15 days of service in 1964 "protected employes"?

Answer to Question No. 11: The answer to this question turns on the rights of the employes under the Universal Military Training and Service Act.

Section 2

Question No. 1: What is a "seasonal employe"?

Answer to Question No. 1: An employe is a "seasonal employe" within the meaning of this section if his employment during the years 1962, 1963 and 1964 followed a pattern of layoffs for seasonal reasons.

An employe who normally works on a regular job throughout the year in some capacity is not to be considered a seasonal employe merely because he normally takes seasonal work during a portion of the year and then reverts to his regular job; such an employe is covered by Section 1 of Article I. However, if he is replaced in his regular job during the period that he is on seasonal work by an employe whose pattern of employment is simply to serve as such replacement, that employe would be a seasonal employe.

Question No. 2: What protection is guaranteed to seasonal employes under this Section?

Answer to Question No. 2: A seasonal employe is guaranteed under this Section an offer of employment in future years equivalent to his 1964 seasonal employment both as to period and as to compensation. See Answer to Question No. 5 dealing with the exercise of seniority by seasonal employes.

Question No. 3: Must the equivalent employment offered in future years be offered in the same seniority territory or general work location in which the 1964 employment was performed?

Answer to Question No. 3: No. However, the offer of employment must be within the seasonal employe's seniority territory or if such employe has an employment relationship but does not have seniority the offer must be limited to the operating division on which the employe qualified by reason of service in 1964.

Question No. 4: Must the guaranteed employment period offered in future years be substantially the same period of the year as that in which the employe was employed in 1964?

Answer to Question No. 4: The guaranteed employment period offered in future years is to be in the same season as that in which the employe was employed in 1964, which could vary from year to year depending upon the characteristics of the season and the nature of work to be performed, but limited to the amount of time the individual worked in 1964.

Question No. 5: May a senior seasonal employe displace a junior seasonal employe and, if so, under what circumstances?

Answer to Question No. 5: If a senior seasonal employe worked less in 1964 than a junior seasonal employe in the same seniority district or roster (the same territory if employment relationship governs) such senior seasonal employe will be permitted to displace the junior seasonal employe for the purpose of working out the unexpired guarantee that otherwise would accrue to the junior seasonal employe.

Sections 3 and 4

Question No. 1: What is the relationship between the force reductions permitted under Section 3 and those permited under Section 4?

Answer to Question No. 1: A carrier can reduce forces in the application of Section 3 if a sufficient decline in business is anticipated regardless of the cause or causes of such decline. However, if the carrier elects to abolish jobs under the provisions of Section 4, decline in business resulting from the emergency situation there involved will not be included in calculating the percentages for purposes of Section 3.

Question No. 2: What is a carrier required to do to support its claim of the right to make force reductions in pursuance of Section 3?

Answer to Question No. 2: Section 3 permits force reductions in anticipation of decline in business with the understanding that carriers will support the percentage of force reduction by furnishing pertinent information to the organizations' representatives as soon as available. If it should develop that the percentage of business decline did not occur as anticipated, employes improperly deprived of work will be made whole.

Question No. 3: How will the phrase "any 30-day period" be applied?

Answer to Question No. 3: The phrase "any 30-day period" as specified in Section 3 applies literally to any consecutive 30-day period, and not to a calendar day month. The carriers will furnish, as promptly as the information can be compiled, the gross operating revenue and net revenue ton mile data for the years 1963 and 1964 on a calendar month basis; if thereafter, a carrier reduces forces under Section 3 on the basis of a decline in business for a consecutive 30-day period not corresponding with a calendar month, the information for 1963 and 1964 will then be furnished for the 30-day period corresponding with the period used by the carrier to effect the force reduction.

Question No. 4: How does the decline in business formula apply to short lines or terminal companies for which data concerning net revenue ton miles or gross operating revenues may not exist?

Answer to Question No. 4: Short lines or terminal companies for which data covering net revenue ton miles or gross operating revenues may not exist should enter into local agreements for the purpose of providing an appropriate measure of volume of business which is equivalent to the measure provided for in Article I, Section 3.

Question No. 5: How is the base referred to in this Section to be determined?

Answer to Question No. 5: The base referred to in this Section is a number to be established with respect to each craft represented by the organizations on each signatory carrier. Such number with respect to each craft shall consist of the total number of employes represented by the respective organization on the respective carrier who qualify as protected employes under Article I, Section 1.

Question No. 6: What is the year upon which the 6 percent limitation is to be computed?

Answer to Question No. 6: The year upon which the 6 percent is to be computed begins on February 7, 1965 and runs through February 6, 1966 and in

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subsequent years means the corresponding period.

ARTICLE II—USE AND ASSIGNMENT OF EMPLOYES AND LOSS OF PROTECTION

Sections 1 and 2

Question No. 1: Are the seniority rights of an employe who ceases to be a "protected employe" otherwise than by resignation, death, retirement or dismissal for cause, affected in any way?

Answer to Question No. 1: Except as provided in Article III, Section 5, such employes retain such seniority rights as they are entitled to under the applicable working agreement.

Section 1

Question No. 2: Is a position on another seniority roster with respect to which an employe holds no seniority, but with respect to which he holds preferential rights to employment as against a non-employe, a position available to such employe in the exercise of his seniority rights as that term is used in this Section?

Question No. 3: What are the obligations of extra employes with respect to obtaining or retaining a position in order to remain a "protected employe"?

Answer to Question No. 3: If an extra employe fails to obtain a position other than a temporary position available to him in the exercise of his seniority rights in accordance with the existing rules or agreements, he will lose his protected status. It should be understood, however, that this does not prohibit the making of local agreements which will permit an employe to remain an extra employe if there is a mutual understanding that this action may be justified.

Question No. 4: Does the phrase "fails to respond to extra work when called" apply to isolated instances of not receiving a call or being unavailable to respond?

Answer to Question No. 4: The provisions of Article II, Section 1, of the Agreement do require a furloughed employe protected under Article I, Section 1, to respond to a call for extra work in order to preserve the protected status. Isolated instances such as referred to in the Question should be handled on an equitable basis in the light of the circumstances involved. Seasonal employes must respond when offered employment as provided in Article I, Section 2.

Question No. 5: What should be the terms of travel expense rules to be negotiated under this Section?

Answer to Question No. 5: The National Railway Labor Conference and the Employes' National Conference Committee are making a survey of travel expense rules prevalent in the industry and will furnish to the Carrier and the Organization representatives appropriate guide lines for rules to be negotiated pursuant to this Section.

ARTICLE III—IMPLEMENTING AGREEMENTS

The parties to the Agreement of February 7, 1965, being not in accord as to the meaning and intent of Article III, Section 1, of that Agreement, have agreed on the following compromise interpretation to govern its application:

1. Implementing agreements will be required in the following situations:

(a.) Whenever the proposed change involves the transfer of employes from one seniority district or roster to another, as such seniority districts or rosters existed on February 7, 1965.

(b.) Whenever the proposed change, under the agreement in effect prior to February 7, 1965, would not have been permissible without conference and agreement with representatives of the Organizations.

That part of Item 1 (a) hereof which reads—"***as such seniority districts or rosters existed on February 7, 1965"—applies particularly to situations such as those that frequently obtain in collective agreements to which the Brotherhood of Maintenance of Way Employes is a party which provide that seniority is co-extensive with the territorial jurisdiction of a supervisory officer. Under these conditions, if the territory of the designated officer is expanded or contracted it does not have any effect on the seniority of the involved employes. The language above quoted is intended to mean that seniority districts or rosters existing on the effective date of the February 7, 1965 Agreement are not to be changed insofar as the application of the aforesaid agreement is concerned, except as the result of an implementing agreement or other agreement mutually acceptable to the interested parties.

2. In all instances in which the carrier makes a change such as described in Article III, Section 1, of the February 7, 1965 Agreement which does not require an implementing agreement under Item 1 hereof, but which requires an employe to change his place of residence in order to retain his protected status, such employe shall be accorded the benefits contained in Section 10 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and shall have five working days instead of the "two working days" provided by Section 10 (a) of said Agreement.

When a carrier makes a technological, operational or organizational change which does not require an implementing agreement, employes affected by such change will be permitted to exercise their seniority in conformity with existing seniority rules.

3. When changes are made under Items 1 or 2 above which do not result in an employe being required to work in excess of 30 normal travel route miles from the residence he occupies on the effective date of the change, such employe will not be considered as being required to change his place of residence unless otherwise agreed.

ARTICLE IV—COMPENSATION DUE PROTECTED EMPLOYES

Section 1

Question No. 1: What is the compensation guarantee of an employe who on October 1, 1964 held a regularly assigned position as a machine operator and during 1964 operated machines with varying rates of pay?

Answer to Question No. 1: A full time machine operator is guaranteed the respective rates of the various machines he operates.

Question No. 2: If an employe such as the employe referred to in the preceding question is compelled to leave a machine operator position under conditions in which the guarantee of Article IV, Section 1, continues to apply, how will such guarantee then be computed?

Answer to Question No. 2: Such guarantee then shall be the weighted average of the rates of the machines he operated during 1964.

Question No. 3: What is the compensation guarantee of an employe who on October 1, 1964 held a regularly assigned position and who normally works a portion of the year in a lower-rated classification and the rest of the year in a higher-rated classification.

Answer to Question No. 3: Such an employe is guaranteed in future years the compensation of the lower-rated classification for the number of months he worked in such classification in 1964 and the compensation of the higher-rated classification for the number of months he worked in such classification in 1964.

Question No. 4: What is the compensation guarantee of an employe who on October 1, 1964 held a regularly assigned relief position relieving on different positions with varying rates of pay?

Answer to Question No. 4: The incumbent of a regularly assigned relief position is guaranteed the respective rates of the various positions on which he relieved during 1964.

Question No. 5: If an employe such as the employe referred to in the preceding question is compelled to leave the regularly assigned relief position under conditions in which the guarantee of Article IV, Section 1, continues to apply, how will such guarantee then be computed?

Answer to Question No. 5: Such guarantee then shall be the weighted average of the rates of the positions on which he relieved during 1964.

Question No. 6: Is the foregoing answer applicable also to an employe who was working extra on October 1, 1964 and providing relief on different positions with varying rates of pay?

Answer to Question No. 6: No. Such employe's guarantee is computed under Article IV, Section 2.

Question No. 7: Are Express commissions to be included in determining the compensation guaranteed in Sections 1 and 2 of Article IV?

Answer to Question No. 7: No. Express commissions are not considered compensation as that term is used in this Agreement. Moreover, such adjustments as may be necessary when Express commissions are discontinued are subject to rules of the existing collective agreements. However, if an employe as a result of a transaction subject to the provisions of the February 7, 1965 Agreement is required to transfer from one position to another and the position to which transferred does not involve Express commissions, the provisions of the collective agreement which would have applied, had Express commissions been discontinued at the position from which transferred, will be applied in establishing a new rate on the position to which transferred.

Section 2

Question No. 1: In determining the base period earnings under Section 2 of Article IV, may compensation earned in more than one craft be included?

Answer to Question No. 1: Under defined conditions set forth in Question and Answer No. 9 of the Interpretation of Article I, Section 1, employes may qualify as protected employes on the basis of employment which includes service in specified kinds of crafts other than the craft in which the employe is to be protected. To the extent that an employe whose guarantee is governed by Section 2 of Article IV has compensated service in such other craft, such service will also be included in determining the base period average earnings and hours paid for. However, his base period average monthly earnings shall be computed by taking his average hourly earnings in the base period in the craft in which he is protected (adjusted to include subsequent general wage increases), multiplying by the total number of hours paid for in the base period in both crafts and dividing by 12. Correspondingly, in determining whether the compensation guarantee has been met by actual service paid for in any month after February 1965, and in determining any additional payment guaranteed, the earnings from actual service paid for will be considered to the average hourly earnings for that month in the craft in which the employe is protected multiplied by the average hours paid for in both crafts in the base period.

Section 3

Question No. 1: If a "protected employe" for one reason or another considers another job more desirable than the one he is holding, and he therefore bids in that job even though it may carry a lower rate of pay than the job he is holding, what is the rate of his guaranteed compensation thereafter?

Answer to Question No. 1: The rate of the job he voluntarily bids in.

Question No. 2: If an employe such as the employe referred to in the preceding question is thereafter required to move or bid in a position under the terms of an implementing agreement made pursuant to Article III, what will be his guaranteed rate of compensation?

Answer to Question No. 2: Such employe will continue to be paid in accordance with Sections 1 or 2 of Article IV.

Question No. 3: Does this section affect the guaranteed compensation of an employe holding a regular assignment and who bids in a position with a higher rate of pay on a temporary basis, being entitled to return to the regularly assigned position at the conclusion of the temporary work?

Answer to Question No. 3: No. Such an employe continues to be guaranteed the compensation as determined by Section 1 or Section 2 of this Article.

Question No. 4: Does this section apply to affect the guaranteed compensation of an employe whose earnings are affected because an unprotected employe in the normal exercise of his seniority rights voluntarily or involuntarily bids in or bumps into a job?

Section 5

Question No. 1: Does an employe who is absent from service for any of the reasons set forth in this section lose his protected status?

Answer to Question No. 1: He does not lose his protected status but he is not entitled to the compensation guarantee provided in Article IV during the period of time that he is absent for the specified reasons. Upon his return to service he again becomes entitled to the full benefits of the Article.

Question No. 2: What are some examples of the types of information that carriers will furnish pursuant to this section?

Answer to Question No. 2: Both parties are obligated by this section to provide any data and information that may be necessary and appropriate

to carry out the purposes of this agreement. In addition to the information concerning gross revenues and net ton miles discussed in connection with Article I, Section 3, carriers will now provide the organizations with respect to each craft lists of the employes who are protected under Section 1 of Article I and those protected as seasonal employes under Section 2 of Article I. Such lists with respect to employes protected under Section 1 of Article I will include information showing whether the employe's compensation is guaranteed under Section 1 or Section 2 of Article IV. In individual cases as they arise, the carriers will, on request, furnish information showing the normal rate of compensation of the position held on October 1, 1964 or the base period months, earnings and hours, depending on whether Section 1 or Section 2 of Article IV applies. With respect to seasonal employes covered by Section 2 of Article I, the list will show the period of seasonal employment in 1964 (including the days and hours so employed). In individual cases as they arise, the carriers will on request furnish the compensation paid with respect to such seasonal employment.

It is understood that these lists are for information purposes in carrying out the provisions of the agreement and will be subject to correction in case of errors.

ARTICLE V—MOVING EXPENSES AND SEPARATION ALLOWANCES

In the selection of protected employes who are required to transfer from one seniority district or roster to another as the result of the execution of an implementing agreement, the work at the new location will be offered to qualified employes in seniority order. It is contemplated that a sufficient number of qualified employes will be required to transfer but seniority rights will be respected so long as the objective respecting an adequate number of qualified employes is fulfilled. This interpretation in no way impairs the right of the carriers to furlough, in inverse seniority order, unprotected employes who are not needed.

Question No. 1: Are there any circumstances in which employes living in camp cars would be entitled to move their residence and be afforded the benefits of this Article?

Answer to Question No. 1: Where employes affected by an implementing agreement are expected to live in camp cars, that fact does not preclude the possibility that a change in residence may be required by the rearrangements provided for in the implementing agreement. In the event that the various points at which the camp cars will be located under the rearrangements are as accessible to the employe's residence as the locations were prior to the rearrangements, a change of residence would not be considered to be required; otherwise, the provisions of Article V are applicable.

Question No. 2: If there are more than one qualified protected employes available for a position to which an employe is required to transfer under this Article V, which employe, in the final analysis, must accept the transfer?

Answer to Question No. 2: The position at the new location will first be offered to the senior protected qualified employe. If he elects to decline such position and retain his present position or exercises seniority on another position in his home seniority district, the position will then be offered to other protected qualified employes in seniority order, with the understanding that the junior qualified protected employe must accept the position which is offered.

In the application of this interpretation the following is understood:

(a) No failure of a junior qualified protected employe to accept the position which is offered occurring before the date of these interpretations, nor thereafter for a period not exceeding 30 days from the date of the execution of this document, shall adversely affect the protection or seniority rights of such employe except as may be provided in the working agreement.

(b) If the junior qualified protected employe refuses or has refused to accept, as required by this interpretation, the position which is offered such refusal shall not operate to impose any obligation on any senior employe who has previously declined the offer of such position. If more than one such position is involved, each position shall be treated separately for purposes of this interpretation.

Question No. 3: Does the senior employe or employes who remain on the home seniority district, under the circumstances set forth herein above, lose their protection?

Answer to Question No. 3: No.

ARTICLE VI—APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

Section 3

Question No. 1: What is the purpose and operation of this Section?

Answer to Question No. 1: This Section is designed to provide the protection of the Washington Job Protection Agreement in cases of "coordination" as defined in said Washington Job Protection Agreement to employes who are not protected under the provisions of the February 7, 1965 Agreement. In addition, the procedural provisions of the February 7, 1965 Agreement are substituted for Section 13 of the Washington Job Protection Agreement insofar as disputes are concerned that may arise subsequent to the effective date of the February 7, 1965 Agreement.

General Question: Do these interpretations apply to the provisions of agreements that have been entered into subsequent to February 7, 1965?

Answer: No.

HANDLING OF CLAIMS OR GRIEVANCES

Rules and procedures governing the handling of claims or grievances including time limit rules, shall not apply to the handling of questions or disputes concerning the meaning or interpretation of the provisions of the February 7, 1965 Agreement. Such questions or disputes may be handled at any time and may be taken up directly between the General Chairman and the highest operating officer of the carrier designated to handle such matters.

Individual claims for compensation alleged to be due pursuant to the Agreement shall be handled in accordance with the rules governing the handling of claims and grievances, including time limit rules, provided that the time limit on claims involving an interpretation of the Agreement shall not begin to run until 30 days after the interpretation is rendered.

in 1965 but never reached the House floor. The AFL-CIO executive council labels this "the single most important measure in the war on poverty."

- Raising and standardizing the benefits of the federal-state unemployment insurance system. This bill in 1965 did not even get out of committee. (Railroaders have their own separate unemployment insurance system.)
- The new session, said the AFL-CIO, should also enact "urgently needed consumer safeguards, such as the truth in lending and truth in packaging bills" These bills, too, have been stalled in committee because of big business pressures.
- Congress should give the citizens of Washington, D.C. the right to elect their own local government, the AFL-CIO urged. Both Senate and House passed different bills on this subject in 1965 but no final action was taken.
- Finally, the AFL-CIO council urged the 1966 session to enact the "situs picketing bill," which would give a striking union the right to picket effectively at construction sites where the employes of several contractors are working.

Significantly, all these measures are also included in President Johnson's list for 1966. Meanwhile, rail labor leaders expect to press Congress next year for several additional measures of special importance to railroaders. These include, among others, the following:

- A bill to end some gross injustices in the handling of grievances in the railroad industry. This bill, H.R. 706, as reported out by the House Commerce Committee in 1965, would (1) speed decisions on grievance cases by providing special boards of adjustment whenever either the union or the carrier so requests and (2) make all adjustment board awards final and binding, thereby stopping the present practice by some carriers of refusing to pay when they lose a case.

- A bill by Rep. Wright Patman (Dem., Tex.) which would, among other things, force a splitup of the vast financial-industrial empire that controls the Florida East Coast Railway, where the longest strike in railroad history is still in effect. This bill, H.R. 7371, passed the House last September after addition of a broadening amendment. The bill is in the form of amendments to the Bank Holding Company Act and Senate hearings are expected early next year.
- A pair of bills by Sen. Gale McGee (Dem., Wyo.) and Rep. John E. Moss (Dem., Calif.) that would give the Interstate Commerce Commission broader authority over railroad safety and boost the penalties for carrier violations of safety requirements. Congress took no action at all on these bills in 1965, despite the urgent need for them.

In addition to this substantial list of unfinished business for the new session of Congress, the legislators also face major tasks in three other areas. First. the President will have some *new* proposals looking toward his Great Society goal, including—so it's reported—a broad package for dealing with the nation's transportation problems.

Second, Congress will have to vote the money to run the government for the fiscal year beginning next July 1. Third, the international situation, including the war in Vietnam, seems sure to draw attention next year in Congress, though foreign policy is primarily in the hands of President Johnson.

Altogether, despite the 1965 accomplishments, the new session of Congress appears likely to be just as busy and just as important as the last one.

The full record of the 89th Congress—and especially of its "Class of '64"—still remains to be written. But if the legislators do as much for the cause of progress in 1966 as they did in 1965, the "can do" ones among them may not have to worry so much about those elections next November—provided they can find the campaign money to take their case to the people.

System for Southern's New Yard Will Include Digital Computer

What has been described as "the most modern of yards" is being built by the Southern Railway at Macon, Georgia. General Railway Signal is furnishing the yard automation system.

GRS pointed out that they have supplied many freight car classification yard automation systems using analog computers, but, this will be the first system where their electronic control equipment will include a computer of the digital type.

The computer will handle automatic control of the car retarders, solving in an instant, as each car rolls down into the yard, complex formulas that result in best car handling. The computer does addition problems, for example, in three millionths of a second; multiplication, in 21 millionths.

The Southern is planning to have this yard in operation by February 15.

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news from Canada

New High Speed Service For C.N.R. Passengers

"Sunday, October 31 was a red-letter day for the Canadian National. In late September the CNR and Canadian Pacific Railway decided to cancel the 32-year-old pool agreement involving the Montreal-Toronto, Toronto-Ottawa and Montreal-Quebec service. The pool arrangement ended Oct. 30, it was reported in *Review,* a new CN publication.

The new publication, *Review,* is published by the Employe Communications Branch of the Personnel and Labour Relations Department reportedly to provide union officers with first hand news about developments in Canadian National.

Starting October 31, Montreal-Toronto services are providing the fastest running time in Canadian railway history, the new publication claimed. A new train called the "Rapido" leaves Toronto and Montreal daily except Saturday at 4:45 p.m. and covers the distance between the two cities in a record-breaking four hours and 59 minutes, thus cutting one hour and 16 minutes off the present running time. These trains make operating stops at Belleville and Brockville for crew changes, but do not make passenger service stops between Toronto and Montreal. There is a six-car consist—one coach lounge, two coaches, one 48-seat diner and two 45-seat parlor cars. When volume of traffic warrants, an additional coach or parlor car can be added. An additional coach will be regularly assigned Thursday, Friday and Sunday.

Another train, the "Premier," will be operated during the Christmas and Easter seasons between Toronto and Montreal on a schedule of five hours 30 minutes. The "Lakeshore" (trains 5 and 14) will continue on the present daily schedule, leaving in the morning and making regular stops at Dorval, Cornwall, Prescott, Brockville, Kingston, Belleville, Trenton Junction, Cobourg, Oshawa and Danforth.

The "Bonaventure"—also a new name—will leave Toronto and Montreal daily at 4:50 p.m., making the run in five hours 50 minutes.

Overnight service will be provided by the "Cavalier" which leaves Montreal at 11:55 p.m., arriving in Toronto at 7:30 a.m.; leave Toronto 11:59 p.m., arrive Montreal 8 a.m.

In his announcement about the new services, Pierre Delagrave, vice-president, passenger sales and service, emphasized that CN is the railway that likes passengers and wants to please them.

Canadian National Plans Survey of Bunkhouses

A system-wide survey of bunkhouses has been ordered by C.N. Executive Vice President N. J. MacMillan.

Designed to improve accommodation, the survey will be conducted by W. H. Morin, transportation assistant at C.N. system headquarters. He plans to meet shortly with representatives of the operating Brotherhoods to seek agreement on desirable standards for the homes-away-from-home used by train crews.

"Once this has been done," says Morin, "we will make a detailed survey of every bunkhouse from Newfoundland to British Columbia—probably starting on the Mountain Region.

It was estimated that the job will take six months. It will result in a series of recommendations for improvements in bunkhouse accommodation wherever they are found necessary, the CN concluded.

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C.L.C. Backs Move To Prevent Cuts in Passenger Service

Claude Jodoin, president of the Canadian Labour Congress, today called on both the government and the Board of Transport Commissioners to intervene in a move to prevent Canadian National Railways cutting off all that railway's passenger service between Ottawa and Toronto.

Mr. Jodoin said: "As a result of action arbitrarily taken by Canadian National Railways, passengers desiring to travel by rail between Ottawa and Toronto will be subject to reduced service, inferior equipment and higher fares.

"It is most peculiar that this government-owned service, which has gone to such lengths to proclaim its concern with providing the Canadian public with better rail passenger service, should suddenly cut off all its passenger trains between two such important centres as Toronto and the nation's capital.

"I am informed that Candian National's line actually provides a far more efficient route between these two cities and could easily be used for a run of less than five hours. Canadian National appears to have acted entirely on its own and with a complete disregard for the public interest. The government has a primary responsibility which it must fulfill to protect the pub-

lic. The Board of Transport Commissioners has also failed to demonstrate any concern with the railway's action. Both of these bodies should make their positions known and act without further delay."

National Safety Council Reports Decrease in Accident Death Rate

Accidents took 50,7000 lives in the United States in the first six months of this year, the National Safety Council reported today.

This was an increase of one percent over the 50,000 fatalities during the same period of 1964. Because of an increase in the country's population, however, the death rate from accidents dropped from 55.1 to 54.7 fatalities per 100,000 persons, a decrease of about one percent. The rate is based on the assumption that the percentage change for the entire year will be the same as for the first six months.

Of the four standard classifications, only deaths in public places (excluding traffic accidents) and those involving motor vehicles showed increases. Public deaths rose to 9,300 from 8,800 in the first six months of last year, a 6 percent increase. Motor-vehicle accidents increased three percent, to 21,920 from 21,230. Home deaths showed a three percent decrease, from 14,600 to 14,200, while on-the-job deaths were one percent lower, from 6,950 to 6,900.

The fatality figures are approximations, based on reports made to the Council by the states. The overall total is less than the sum of the four classifications, because some motor-vehicle deaths also are included in work and home totals.

Hearings Set by ICC to Include 3 RR in N&W—N.K.P. System

The Interstate Commerce Commission is reopening the Norfolk & Western — Nickel Plate merger case for the limited purpose of considering petitions for inclusion of three other railroads in the consolidation.

Separate requests for inclusion in the merged Norfolk & Western — Nickel Plate system were filed during September 1965 by the Boston & Maine, Delaware & Hudson, and Erie-Lackawanna railroads. A joint petition relating to the Erie-Lackawanna's inclusion was filed in August 1965 by the State of New York, the Port of New York Authority, and the City of New York.

Public hearings on the petitions, before Chairman Charles A. Webb and Examiner Arthur S. Present, will begin at 9:30 a.m., February 14, 1966, in Washington, D.C., subject to reassignment for continued hearings at other locations.

The possibilities of inclusion of other railroads were recognized when the Commission approved the merger of the New York, Chicago and St. Louis Railroad Company (Nickel Plate Road) into the Norfolk & Western Railway Company, with lease of the Wabash Railroad and other acquisitions.

Within the approval, issued July 13, 1964, were provisions for future inclusion of other carriers, if in the public interest. The Commission ordered that the way should be held open for five years to permit the Erie-Lackawanna, the Delaware & Hudson, and the Boston & Maine railroads to file petitions for affiliation. "Thereupon," the Commission stated, "we shall examine the situation on the basis of an appropriate record then to be made, and if the sought affiliation or some reasonable modification thereof be found consistent with the public interest, we shall direct accomplishment of the same under such terms as may be found equitable to all parties involved."

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ICC Announces Rule Making Proceedings to Develop Pipeline Safety Standards

The Interstate Commerce Commission recently announced a rule-making proceeding to determine pipeline safety standards and regulations for protection of the public interest.

The proceeding in Docket No. 34650 Notice No. 1 is a result of enactment on July 27, 1965, of Public Law 89-95. This law assigns to the Commission responsibility for pipeline safety regulation involving interstate transportation of explosive or other dangerous articles (other than natural gas or water), including radioactive materials, etiologic agents, flammable liquids, flammable solids, oxidizing materials, corrosive liquids, compressed gases, and poisonous substances.

The proceeding will be concerned with development of specifications for pipeline materials, design, construction, fabrication, inspection, and testing. Attention also will be given to establishment of a standard code for pressure piping for inclusion in any safety regulations adopted by the Commission.

U.S. Dept. of Labor Says Draft Status May Depend on Job

Secretary of Labor W. Willard Wirtz recently released a list of "critical occupations," including 20 apprentice occupations, eligible for draft deferment under the Selective Service Act.

Secretary Wirtz emphasized that the list of occupations regarded as "essential to the maintenance of national health, safety and interest" is advisory only. It's still up to draft boards to determine whether individuals in these jobs should be deferred from military service.

The critical occupations were designated by an advisory committee of officials of the Defense, Labor, Commerce, Agriculture, and Interior Departments.

House Bill Needs Support to Correct Some Inequities in RLA

H.R. 706 would end some gross injustices in the present handling of employe grievances in the railroad industry—injustices that have caused widespread resentment among the employes.

The National Railroad Adjustment Board was established by Congress in 1934, under the Railway Labor Act, to arbitrate "minor disputes"—unadjusted employe grievances—in this industry, but for the past 15 years the NRAB has failed to function as it should.

The NRAB is divided into four divisions. The First Division handles all claims cases of the "operating" employes. Three other divisions handle cases involving the "non-operating" employes. As an example of the delaying tactics and inaction of the NRAB, there are at the present time over 4,000 cases pending before the First Division of the Board. If there were no further cases sent to the First Division as of this date, and using as a yardstick the production rate of the Division for the past three years, it would take 32 years to clear the present docket.

Employes Denied Rights While Claims Await Board Hearing

Railroad employes now wait as long as 10 to 11 years to get a decision on their claims pending, by which time many of them are either retired or deceased. Railroad employes are certainly entitled to more equitable treatment than is now being afforded them.

One of the main reasons for this huge backlog of cases is the refusal of management to accept awards as precedent in subsequent similar cases unless they tend to deny a given claim. The other basic cause for the slowdown and resultant backlog is the refusal of the carrier members of the Board to decide a case without a referee, unless the labor members will agree to a denial or dismissal of the claim. Preparing briefs and oral argument before a referee takes many days and even weeks in many cases, hence the reason for the carrier members refusing to decide cases without a referee. The railroad brotherhoods have tried for years to reach an understanding with the executives of the nation's railroads which would have taken care of this matter; however, their efforts have been futile.

The result is to deny the employes many thousands of dollars due them for as long as ten to eleven years, while the carrier has the use of this money without interest or penalty of any kind. Decisions relating to basic principles in the working agreements with the carriers are also withheld by delaying decisions of claims of contract violations.

H.R. 706 is the solution to this problem. It provides that upon request from an organization *or* a carrier the other must agree to the establishment of a "special board" on that particular property to dispose of pending cases. In dealing with the economic factor, the fact is that the cost of disposing of cases before a "special board" would be much less for the carrier, the organization and the Federal government.

There is at present provision in the Railway Labor Act for the establishment of "special boards of adjustment" on individual railroads to dispose of dockets of cases upon agreement by both parties. Of course those railroads that are responsible for the huge backlog of cases will not agree to "special boards". A number of railroad carriers will at the present time agree to such "special boards". There is no backlog of cases on these railroads, neither do they have a backlog pending at the National Railroad Adjustment Board.

H.R. 706 is equitable to both the employes and the carriers. It makes possible the settlement of claims in a reasonable time, without waiting from eight to eleven years for the same settlement. *Justice delayed is justice denied.*

Second, the Railway Labor Act now provides that "all awards of the National Railroad Adjustment Board are final and binding except insofar as they shall contain a money award." The serious adverse effect of this provision on the employes is that all awards which DENY a worker's claim for settlement of a grievance are final and binding, while those awards which sustain his claim when money is involved are NOT final and binding on the employer. Some railroad managements in recent years have adopted a policy of refusing to pay awards made by the Adjustment Board when money is involved. The only recourse open to the employe, even though his claim has been upheld by the Board, is to file a law suit in Federal district court and have his case tried all over again. This procedure may go clear to the Supreme Court of the United States. This is a gross inequity to the employes.

Railroad employes have suffered a great financial loss through the injustice of railroad management's refusing to pay claims which the National Railroad Adjustment Board has sustained, thereby finding it necessary to go through all the courts to the U.S. Supreme Court in order to try to collect a claim which has already been decided in their favor.

H.R. 706 will erase this gross injustice. H.R. 706 simply provides that *all* awards of the National Railroad Adjustment Board will be final and binding (including those containing money) on both parties. It provides judicial review to either party if they can prove fraud, corruption, or that the Board went beyond its jurisdiction in the handling of the case. These are the tests traditionally applicable to awards of arbitration tribunals established pursuant to section 9 of the Railway Labor Act. This bill has had full and complete hearings before the transportation subcommittee of the House Interstate and Foreign Commerce Committee. After amendment, it was reported to the full committee without dissent and the full committee has now reported the bill out favorably without dissent. There was no minority report filed on the bill. The Committee reported that:

"Under the circumstances, the committee feels that a change in the existing procedures of the Board is not only warranted but is essential. Of the alternatives considered by the committee, the approach set out in the reported bill seemed to the committee the most feasible method of resolving the existing impasse."

The bill is strongly supported by the 22 organizations represented by Railway Labor Executives' Association and by the AFL-CIO.

"51" Means Progress

ONE FIGURE EXPRESSES the change in the House of Representatives from the days when the Dixiecrat-conservative GOP coalition rode high blocking good legislation to the progressive record established in the first session of the 89th Congress. **It is 51.**

That's the number of new liberals you helped elect to the House in 1964. They made the difference between victory and defeat for much crucial Great Society legislation—a good point to remember in view of the 1966 congressional elections coming up.

You don't need a computer to figure out what would have happened on some of the issues acted upon by Congress without the 51 new liberals.

It was passage of issues important to labor and the great society that earned the first session of the 89th Congress praise of the AFL-CIO Executive Council as "the most productive Congressional session ever held." Following are descriptions of some of the landmark legislation enacted:

• Medicare—Enacted after a 20-year struggle. Brings hospital care for the elderly under the social security program. Provides option plan to help pay for doctors' and related fees.

• Social Security — Benefits increased seven percent retroactive to Jan. 1, 1965. Increased earnings of recipients permitted without loss of benefits. Liberalized provisions for widows, disabled and dependents.

• Public Education — First major program of federal aid to public elementary and secondary schools. Primary aim: to help children of the poor break out of poverty cycle through education. More than 90 percent of counties in U.S. will benefit.

• Higher Education — New program of scholarships and low-interest loans to help young persons from low and middle income families attain college education. Doubles funds for college construction to accommodate booming college-age population. Provides money to build up college libraries and to improve level of teaching at smaller colleges. Establishes a national teacher corps to train teams of experienced and novice teachers to teach in slum schools (appropriations were knocked out in last days of Congress).

• Civil Rights—A strong follow-up to the sweeping Civil Rights Act of 1964, the Voting Rights Act of 1965. Guarantees all Americans the right to vote. Provides for federal registrars in areas where patterns of discrimination exist in registering and voting. Eliminates literacy tests as conditions of voting.

• Taxes—Excise taxes slashed on long list of consumer goods. Average family will benefit by savings of $57 annually, according to U.S. Treasury Department.

• War on Poverty—Series of programs including special aid to 11-state Appalachia area; broad planning for regional development through public works; Operation Head Start to give children of the poor preschool training; Neighborhood Youth Corps to help jobless youngsters; VISTA, a domestic peace corps.

• Housing — Stepped-up construction of low-rent public housing, grants for home improvements for home-owners earning less than $3,000 a year, housing for the elderly. Break-through rent subsidy plan to help poor meet rent payments for decent housing, though enacted as part of bill, was squeezed out by Congress' refusal to appropriate funds. President Johnson has vowed to fight to restore it next year.

• Pollution Control — Legislation providing for both air and water pollution. Requires 1966 model autos be equipped to control exhaust. Takes steps to control pollution filling air from industrial fumes, smoke of municipal dumps. Moves toward cleaning up nation's rivers and streams by controlling sewage, industrial waste, other disposal.

• Aid to Cities—Enactment of law creating new Department of Housing and Urban Development. Gives urban-dwellers voice at Cabinet level for first time. Will coordinate all programs of federal aid to cities, helping them deal with problems of transportation, education, housing, development of community facilities.

• Manpower Training—Improved 1962 act by extending period during which persons could receive training from one to two years, providing additional benefits and allowances for trainees. Also now permits 100 percent federal financing rather than requiring states to pay one-third of program's costs.

• Health—In addition to medicare, a sweeping series of measures to improve the health of Americans, the quality of their care. Among the bills: regional medical centers to attack cancer, heart disease, stroke and other killer diseases; grants for staffing community mental health centers; increased funds for construction of health research facilities; grants to improve medical libraries and their services; expansion of grant programs for training of health personnel and for loans to students in specified health fields.

• Immigration—Revised immigration laws to toss out discredited national origins quota system discriminating against immigrants from certain countries. Gives priority to close relatives of U. S. citizens.

You Can Get Your Annual Card Now

Yearly membership cards are now available for members who desire such cards for 1966.

To obtain a Yearly Membership Card, the member may pay to his Financial-Secretary, the full year in advance or the First quarter in January, 1966 and the remainder of the year at any time prior to March 31, 1966.

In view of the uncertainty of the duration of the quarterly F.E.C. Special Assessment of $3 per quarter per member, which is currently in effect, members desiring yearly cards should pay their assessment on a quarterly basis during the first month of each quarter.

You can't lose if you purchase a Yearly Card because *dues* paid in advance will be returned if the member becomes eligible for refund due to sickness, furlough or termination of service.

LOCAL LODGE NEWS

By, for and about B. of R. S. members

D.&R.G.W.—D.U.T.

GRAND JUNCTION, COLO. (24). In conjunction with our regular meeting held October 9, 34 members and wives gathered for a retirement dinner at Provo, Utah. Brothers J. V. Kelly and J. E. Abbett retired but were unable to attend, leaving Brothers J. C. Bogus and B. C. Wicen as the honored guests.

Retired Brother C. G. Russell was present to help make the dinner a success. Vice President B. H. Steuerwald delayed a trip to Chicago to attend and wish our retired Brothers many happy years of retirement.

Brothers Bogus and Wicen were charter members of our Local. They helped to activate the unit back in March, 1929, and have been active and faithful members. Brother Bogus has held every office in Local 24, and from 1944 to 1960 served us as secretary-treasurer. We consider this as something of a record. Checks were presented to the retired members, from Local 24 members and their many friends along the railroad. We wish them the best of everything.

We welcome W. H. Thomas back to work after his illness and wish Brother K. H. Williams a speedy recovery from his.

Our thanks to Chief Signalman W. B. Wernz for his services in making the arrangements and taking the pictures of the affair.

See you in Grand Junction next year. B. L. Denison

Retired Brother J. C. Bogus, left, is shown as he was presented a gift by Vice President B. H. Steuerwald. General Chairman H. R. Norris is shown at right.

Southern

CONCORD, N.C. (110). Our regular scheduled meeting for 1965 was held at the Milner-Mecklenburg Hotel in Charlotte, N.C. on Sunday, October 17.

The following action was taken regarding future meetings: after extensive discussion, it was voted to change the meeting dates to Saturday instead of Sunday. Also, all future meetings will be held in Charlotte, N. C.

Prior to the first of January 1966 cards will be distributed to our membership indicating the new schedule as follows: B of RS Local No. 110 meets at the Milner-Mecklenburg Hotel in Charlotte, N.C. on the Third SATURDAY in January, April, July and October.

A number of our members have indicated that they wanted Saturday meetings so we now expect many new faces to be present for our first meeting of the New Year on the Third Saturday in January.

Brother Walter Gibson retired on September 30 after completing 21 years of signal service. Your correspondent regrets to report that Brother C.R. (Red) Burnett who was the Signal Maintainer at Danville, Va. prior to his illness, passed away on October 15. We have also learned that retired Brother A.T. Fletcher passed away sometime during the month of September. C. E. Yelton

B&O-SIRT-WM

CONNELLSVILLE, Pa. (31). All B&O SIRT members should take note of the provisions of our Agreement that all claims involving rates of pay and working conditions should be handled with the Division Engineer. Some employes have been handling claims with the Signal Supervisor, which is not proper.

Mr. L. Hollada, former asst. supervisor Baltimore Division has been transferred to the Ohio-Neward Division as Supervisor.

Monongah Division: R. E. McDaniel has returned to duty as leading maintainer at Cario, W. Va. We are happy to see him back to work as he has been off for some time due to illness.

L. Hanlon, Jr. and his gang have completed the crossing protection job at Huntington, W. Va.

J. Briggs of the Pittsburgh Division has entered the Signal Engineer's office for a period of training toward a supervisory position.

Foreman L. Cirilli and gang are installing signals between Edinau and Butler, Pa.

Members who do not have a copy of the booklet regarding Travelers Group Insurance Plan for Employe and Dependent Health Insurance and Employe Life Insurance, should contact H. J. Harbert, B&O Accounting Department, Baltimore, Md. for their copy.

All members are urged to save copies of the February 7, 1965 and the November 20, 1964 Agreements published in The Signalman's Journal.

M. L. Mease, Cumberland Division, has been promoted to Asst. Supervisor on that Division. A. R. Watkins has been appointed to serve as Local Chairman on the Baltimore

Those shown in the photo above are: left to right—Brothers P. L. Mills, J. Brewer, and J. F. Donegan. They are the Western Maryland Railway Signal shop force at Hagerstown, Md.

West End Seniority District for the unexpired term of D. L. Esworthy.

Brother Esworthy has been appointed asst. signal supervisor, Baltimore Division headquarters, Point of Rocks, Md. effective October 18.

Dale Leonard

Pennsylvania

NORTH ARLINGTON, N. J. (Former 25). Our Local was formally merged with Local 102 by action of Grand Lodge as directed by President Jesse Clark. This action came about because of our failure to govern ourselves.

Your former chief signalman and recording secretary hope the Brothers of our former Local will cooperate and participate in the activities of our new Local 102 and attend many more meetings than they did while Local 25 was still in existence.

We wish to thank Grand Lodge Secretary-Treasurer C. J. Chamberlain and Brother Noe, P.R.R. System Treas. for their time and patience in bringing these two Locals together.

W. T. Brown J. J. Delaney

Chicago & North Western

PORT WASHINGTON, WIS. (9). J. C. Gerke Local recently held its annual picnic at Lakeside Park in Fond du Lac, Wis. There were 72 adults and 60 children in attendance.

We were honored by the presence of the following retired Brothers, their families, and widows of former Brothers: J. "Dusty" Brintnall, wife and son; Ed. F. Grams; Orin Due; Wm. Nenn; R. Zeitler and wife; Mrs. J. P. Konrath; and Mrs. F. Dankert. It was a wonderful picnic enjoyed by all. The adults visited or played cards. The children were kept busy playing games under the supervision of Mrs. A. E. Nenn, assisted by retired Brother F. Grams. There were prizes for every child and for every family in attendance. Grand prize, a sabre saw, deluxe model, was won by Brother A. Blindauer.

We are sorry to report that Mrs. L. E. Boettcher who helped make this picnic a success, suffered a heart attack two days later and is now recuperating at her home. May she have a speedy and complete recovery. We extend best wishes from all who were present and enjoyed this picnic in which she so willingly put forth her effort to make it a success.

Many thanks to L. E. Boettcher, J. Meyer, P. Anhueser and A. E. Nenn, who worked as the picnic committee.

We are deeply sorry to report the passing of Mrs. J. H. Spoerl and Mrs. G. R. Kirchstein this past summer. Mmbers of our Local extend deepest sympathy to the surviving members of both families.

Retired Brother Fred Cisler passed away during September. Please see Obituary column. A. E. Nenn

Determine Your Rights Under FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. The accuracy of the list that we will publish from time to time depends entirely on the information furnished us. Therefore, everyone concerned is urged to keep us informed, regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc.

Vice President G. Orndorff, Room 1812, 220 South State Street, Chicago 4, Ill., has been designated to receive and compile this information.

Atlanta, Ga. Thomas J. Lewis, Jr., 905 Healy Bldg.
Tel. JAckson 2-4229

Baltimore 2, Md. Bernard M. Savage, 10 Light St., 30th Floor, Maryland National Bank Bldg.
Tel. MUlberry 5-2713

Bergenfield, N. J. Charles J. Tyne, 104 N. Washington Ave.
Tel. DUmont 4-9433

Birmingham 3, Ala. Rives, Peterson, Pettus & Conway, 17th floor, Twenty-one Twenty-one Bldg.

Boston 8, Mass. Francis H. Farrell, Suite 701, Old South Bldg., 294 Washington Street
Tel. LIberty 2-3270

Chicago 2, Ill. Henslee-Monek-Henslee, 120 Madison Bldg.
Tel. STate 2-5925

Cleveland 14, Ohio. Howard M. Metzenbaum, 700 Union Commerce Bldg.
Tel. PR 1-4515

Denver 2, Colo. Alex Stephen Keller, 316 Symes Bldg.
Tel. ALpine 5-3603

East St. Louis, Ill. Dan McGlynn, 120 N. Main Street

Fort Worth, Tex. Contact George L. Schmidt, at Houston 2, Texas.

Houston 2, Tex. George L. Schmidt, 1307 American Investors Bldg.
Tel. CA 2-2268

Kansas City, Mo. Frank X. Mattes, 1014 Argyle Bldg., 306 E. 12th Street
Tel. HArrison 1-5570

Los Angeles 13, Calif. Clifton Hildebrand, 408 S. Spring St., Suite 205
Tel. MAdison 9-2214

Minneapolis 2, Minn. Eugene Rerat, 1100 First National Bank Bldg.
Tel. FEderal 9-9231

New York 17, N .Y. John V. Higgins, 535 Fifth Ave.
Tel. YUkon 6-1377

Oakland, Calif. Clifton Hildebrand, 1212 Broadway
Tel. GLencourt 1-6732

Pittsburgh 19, Pa. Robert B. Ivory, 711 Frick Bldg.
Tel. GRant 1-4780

St. Louis, Mo. Frank X. Mattes, 611 Olive St., Suite 1814
Tel. MAine 1-6992

Salt Lake City 1, Utah. Wayne L. Black, 530 Judge Bldg.
Tel. EMpire 4-3566

San Antonio, Tex. 78205. George L. Schmidt, 1515 N.B.C. Bldg.

Seattle, Washington 98104. Arthur E. Piehler, 1519 Norton Bldg.
Tel. MAin 4-4700

Sherman Oaks, Calif. John M. Ennis, Suite 27, Lydee Bldg., 15445 Ventura

Syracuse, N. Y. J. Murray Dunn, 707 State Tower Bldg.
Tel. HA 2-0303

Vicksburg, Miss. W. W. Ramsey, First National Bank Bldg.
Tel. VIcksburg 63-6-5561

Wichita 2, Kans. John C. Frank, 1217 Union National Bldg.
Tel. AMherst 4-0346

Wichita, Kans. Payne H. Ratner, 444 N. Market, P.O. Box 306
Tel. AMherst 2-6423

Friends of retiring General Chairman F. E. Bush, Mo. Pac., are shown as they gathered in St. Louis, Mo. recently to honor him for his years of faithful service to the Brotherhood and the industry. Those standing at the head table are: left to right—G. W. Johnson; C. W. Plunkett, Engineer of Signals and Communications; W. E. Blevins; Mrs. F. E. Bush; Brother F. E. Bush; President Jesse Clark; and E. L. Abbott, emcee for the evening.

Signalmen from Six States Assemble to Honor Retiring G. C., F. E. Bush

AN ASSEMBLAGE OF SIGNALmen, management personnel and representatives from Labor and the RR supply industry were on hand at St. Louis, Missouri to honor F.E. Bush who recently retired as General Chairman for Signalmen on the Missouri Pacific Railroad.

President Jesse Clark addressed the group and told of Mr. Bush's long and devoted service to the Brotherhood. It was noted that Bush came to the Mo. Pac. in 1925 and has been active in Organizational affairs since 1929. He received his 25 year membership pin during 1955.

Missouri Pacific President Downing B. Jenks was unable to attend the party due to prior commitments, however, a telegram was received from him extending best wishes.

B of RS Secretary-Treasurer C.J. Chamberlain, in a communication addressed to Bush said: "it is officers like you, dedicated to the service of their fellow men who have made our Brotherhood what it is today."

Mr. B.W. Smith, Mo. Pac, director of labor relations said: "I always held Frank in high regard."

Communications were received from a number of general chairmen from other roads and from Frank's many friends throughout the Mo. Pac. System. J.E. Dubberly, B of RS general chairman on the strike bound Florida East Coast Railway, explained in a letter that "our strike is still unsettled and due to that fact it is impossible for me to be present at your retirement party, however, I would like to attend and am with you in spirit."

Mo. Pac. Asst. Director of Labor Relations G.W. Johnson addressed the group and commented on the strength of character of the retiring general chairman. He added that Bush was always firmly convinced that the claims he presented to the carrier were good claims and he fought hard for those things in which he believed. He expressed his sincere admiration and friendship for the retiree.

Mr. W.E. Blevin, now associated with the signal engineer's office in St. Louis after having served many years in the field, spoke of earlier years on the railroad as Frank's assistant. He related experiences common to the time when signaling was growing to maturity, advancing to the scientific technology that it is today.

Retired Signalman Luther G. Jones of Newport, Arkansas, at the conclusion of the meeting compared life to a signal circuit. He explained that as the track circuit is fundamental in the signal system, the integrity of that track is constantly checked by the track relay.

In pointing out the high regard he had for the integrity of the retiring General Chairman, Jones explained that the integrity of an individual is also under the close and constant scrutiny of those around us. Should the track circuit be broken or the energy source fail, it is immediately detected. So it is in life, there are many, generally unrecognized, factors but to the experienced eye the failure is obvious.

"Signaling does not stop with the basic track circuit," Jones added, "the system becomes more and more complex as elements develop and are added, however, integrity still governs that signal displayed."

As in signaling, it is impractical to creep along with our knowledge limited to just one block ahead, so we tie in as many track circuits as we need and install circuits to check all of the track relays. Signals can now be installed farther apart but we still depend on that initial information —"What is the position of the relay in the block ahead?"

"By adding neutral, polarized and stick relays in appropriate circuits we can know the way is clear. It is only when we pass that last green signal and find only yellow and red blocks ahead that we fully realize the true value of integrity and the strength and power of the control it has had in guiding us safely through life on our long and hazardous journey to our final destination," Mr. Jones concluded.

Others who attended the reception and dinner included Brotherhood Vice-President C. S. Chandler and Grand Lodge Representative W.W. Altus, General Chairmen A.T. Payne, Mo. Pac.; LeRoy Harley, Illinois Central; J.D. Richards, Burlington; C.S. Warden, and Vice General Chairman W.D. Corn, Mo. Pac.

Several retired members also attended and included Frank Paske, R.E. Smiley, and E.V. Grayson. Active members included Local 72 Financial Secretary V.E. Hansbrough, E.R. Hill, and Local Chairman H.C. Martin.

Quite a number representing management and the signal engineer's office were present and included Engineer of Signals, Communications and Equipment, C.W. Plunkett; Mr. Paul Pugh; H.F. Muller; E.C. Becker; and retired Asst. Signal Engineer A. Hunot.

A good and faithful friend, Mr. F.C. "Cook" Henderson, recently retired from National Carbon division of Union Carbide, was present as special guest for the evening. Cook was previously employed by the Mo. Pac. and in 1925 was gang foreman. He was the man who hired Frank Bush as an employe of the Missouri Pacific Railroad Company.

Wabash

DECATUR, ILL. (55). There were eight members present at our meeting held in Lafayette, Indiana. We discussed those subjects foremost in the minds of Signalmen today and everyone present entered into the discussion and appeared to be actively interested in the proceedings.

We have received word that Brother W. L. "Bill" Smith who held the maintainers job at Adrian, Michigan retired during September. We sincerely hope that he and Mrs. will have many happy years of retirement.

We were sorry to hear of the passing of our retired Brother Ira Davis of Bedford, Wyoming. He passed away during July. Brother Davis was retired on a disability annuity during 1954. Prior to his retirement he was maintainer at Brunswick, Mo.

With the gangs: J. F. Lawrence's gang is working at West Point, Indiana on the passing track extension job; W. B. Ritchie's gang is at Wolcottville, Ind.; and P. E. Dawson's gang is working at Lafayette, Indiana.

With the testmen: J. E. Bartley is working west out of Moberly, Mo.; R. E. Petus is working east out of Moberly; F. G. Bartley is working at Lafay-

ette, Ind.; H. E. Martin is working west of Peru, Indiana; and J. W. Sharp is working east out of Peru.

Personnel changes: O. B. Little bid in the leading signalman's job in the signal shop at Decatur, Ill.; Dudley Plummer has bid in a maintainer's job at Milan, Mich.; Tom Gill has bid in the maintainer job at Romulus, Mich.; John Lewis bid in the other maintainers job at Milan; Victor Daniel bid in the maintainers job at Adrian, Mich.; Wm. Newman has bid in the maintainer job at Butler, Ind.; and James Lennon bid in the maintainers job at New Haven, Ind.

On our sicklist: Brothers F. A. Mackay and Ray Tuley are still off duty due to sickness and we wish them a speedy recovery and hope they will soon be back to work. It was reported at our meeting that Brother Wm. Newman has recovered from his illness and is back to work.

"Talent is built in solitude; character in the stream of life." J.F.P.

Rock Island

ENID, OKLA. (17). Our regular meeting recently convened at the Pioneer Cafeteria, El Reno, Okla.

The meeting was opened in due form with the following brothers present: Bouteller, Tinney, Stickley, LaFoe, Wharry, and Watkins. Chief Signalman W. L. Stickley presided at the meeting.

One member, John E. Echols, was reinstated and several new members were accepted into the Local. They were R. C. Wagner; M. C. McLain; Jerry R. Walch; Fred R. Lareg; Charles A. Beck; Sammie M. Rhodes; Richard A. Stonehouse. All were received and accepted as new members by a unanimous vote.

A motion was made and passed approving constitutional amendments recommended by Grand Lodge and the Grand Board of Trustees as set forth in a letter dated June 9, 1965.

Communications were read and the pending grievances and claims on the division as well as in the General Committee were discussed by General Chairman Watkins.

Election was held to elect a new secretary-treasurer. Brother T. A. Johnson, our former secretary-treasurer, was the successful bidder on the position at Cedar Rapids, Iowa and submitted his resignation as he will no longer be on the division. Brother W. O. Davis was elected unanimously. His address is Box 67, Minco, Oklahoma.

The meeting was closed in accordance with Ritual at 4 p.m.

R. L. Wharry

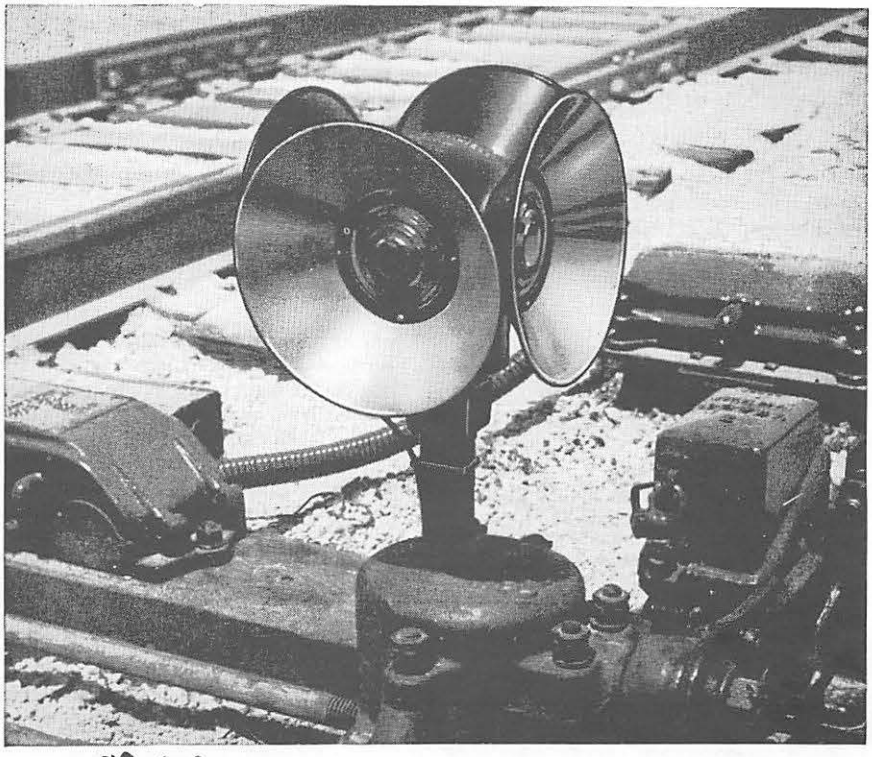
N. Y. N. H. & H.

BROOKLYN, N.Y. (34). It has been several months since we have prepared an article for the *Journal*. We have had several changes in personnel since our last report. Brother Pete Mullins, signal helper at Port Chester, N.Y. retired during the latter part of June and we celebrated the occasion with a party at Donovans Railbow Room at Rye, N. Y. Brother Ernie Tompkins headed up the Committee arranging an appropriate send off for Pete.

Dinner was preceeded by a cocktail hour. After dinner the Local talent performed for the entertainment of the guests. Brother Ernie Tompkins played the bull fiddle and Larry Jason sang. Mel Stuart, George Woods, Bill Maloney and Jim Halton made up a very good barber shop quartet singing "Down on the Farm" and "They All Ask For Me."

Our soft shoe dancer, Larry Michelson was unable to attend this affair and we all missed his usual talented exhibition. Brother Michelson has promised to be present and perform at our next retirement party.

Brother Gus Jackel, signalman at Port Chester, N.Y., retired during July and we all gathered for an appropriate send off and retirement party in his honor. Signal Supervisor Harold Foster was present and presented Gus with a gift from his many friends. Bill Londregan, Mel Stuart and Jim McCarthy were in charge of the refreshments. They did a good job and we want to thank them for their work.



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A few new helpers have been added to the Port Chester Gang. They were: Tom Payton, William Bell, Jr.; and Dan Sullivan.

Big Ben Conroy, assistant maintainer at S 14, Pelham Bay, is on his four weeks vacation and is hunting moose and bear up in Maine. John Flannery, signalman, has returned to the Port Chester gang after being in Bridgeport for some time. J. McHale, signal maintenance foreman, is glad to see him as the gang is loaded with work and there is plenty to keep him busy. The overtime boys, Larry Michelson and Frank Grimmer have been averaging about five calls each week end. Michelson says he don't know how long his back will hold out under these conditions.

The holidays and winter are facing us now and no doubt there will be many night and week end calls. Remember, you can't take it with you—Work safely.

Brother Jim McCarthy was awarded the assistant signalman's job at Port Chester, N.Y. in the gang.

Local Chairman Tom Fewer, while on vacation recently, visited his daughter and grandchildren in upstate New York.

Our recent meeting, held at Mt. Vernon, N. Y. was a good one. We feel that all business properly before the meeting was handled as union matters should be handled—promptly and with dispatch—and we are proud of our organization. WILLIAM LONDREGAN

Missouri Pacific

SEDALIA, MO. (72). Our regular meeting was held at the Pickwick Hotel, Kansas City, Mo. on October 23, and was conducted by Chief Signalman C. W. Fleming. The minutes of the St. Louis, Mo. and Monroe, La. meetings were read. The minutes of the St. Louis, Mo. meeting were approved, however, the minutes of the meeting held in Monroe, La. were not approved as the members present did not concur with the action taken.

Two new employes were accepted as members of our Brotherhood. They were: Mr. J. B. Borowitz and Mr. J. C. Robinson.

There were few grievances discussed, however, we had an extensive question and answer period on a number of subjects including claims, bunk cars, trailers, wearing of helmets, and transportation.

A motion was made and passed providing that the Local contribute $25 for a gift to each retiring Brother. The proposals to be made retroactive to July 1. The Local Chairman will be responsible for the purchase of this gift on his district.

Brothers Jack Elliott, C. L. Jones and W. B. Brown retired on October 1.

A motion was made and passed to hold our January 22, 1966 meeting in Coffeyville, Kan. This meeting was formerly scheduled for Kansas City, Mo.

It was stated that the Mo. Pac. hospital dues were increased as of October 1. As a matter of record, General Chairman Warden stated that he had voted against this raise at the last board meeting.

The General Chairman read a letter concerning the two men maintenance gangs and assistant signalmen. A recent memorandum agreement was made to dispose of certain disputes which have arisen in connection with the assignment of Assistants and the headquarters of Signal Maintenance Foremen and Signal Maintainers assigned to the territory coextensive with that of the Signal Maintenance Foremen under whose supervision they are working,

IT IS AGREED:

1. The last sentence of Rule 106 of the Agreement between the parties hereto is eliminated and the following sentence is substituted therefor:

"A Signal Maintainer assigned to a territory coextensive with the territory of the Signal Maintenance Foreman under whose supervision he is working which extends over or covers maintenance territories assigned to other Signal Maintainers may be assigned with headquarters in camp cars or trailers."

2. Signal Maintenance Foremen will not be assigned to or headquartered in camp cars or trailers.

3. Assistants will not be assigned to Signal Maintainers set forth in the last sentence of Rule 106 as revised in paragraph 1 of this Agreement, but may, in accordance with Rule 211, be assigned to Signal Maintainers whose territory is a part of the assigned territory of a Signal Maintenance Foreman.

The Agreement shall become effective November 1, 1965, and remain in effect until amended or cancelled pursuant to the provisions of the Railway Labor Act, as amended.

The agreement was signed on October 30.

There were 25 members present. The meeting adjourned at 12:30 p.m.

G. W. Holmes

Santa Fe

Mc PHERSON, KAN. (33). Our regular meeting was held at Newton, Kansas on November 6 in the Railroad Savings and Loan Conference room. This meeting came off very well as the meeting place was such a nice one. We all wish to thank those who provided and obtained these facilities for our use.

There were 27 present at this meeting, including General Chairman W. H. Lewis.

Many of our members affected by this meeting were not present to represent themselves on some of the topics, however, we feel that they have no right to complain as they were well notified of the meeting.

The Local wishes to welcome back Brother Si Creason and Brother Wes Godnight. Brother Slim Walton has had his leave of absence extended as his leg hasn't quite healed yet. Brother Walton certainly is to be congratulated on his attitude and happy outlook on life after such a severe operation. If all the world had such a pleasant outlook, it would be a much greater place.

Two of our Brothers will retire during December. They are: F. L. Tanner and Raymond Dawson. Brother "Sandy" Tanner started his railroad career at Skedee, Oklahoma during May 1920 and was promoted

To Members of our Brotherhood

We, the members of the Brotherhood of Railroad Signalmen on the Florida East Coast Railway (Local 66) who have been on strike since January 23, 1963, would like to take this opportunity to thank each and every one for their kind and unselfish financial and moral support, whereby we can continue to maintain our picket line and keep the strike in the minds of the public. As you will understand, when the picket lines cease to function, the public takes the position that the strike is over.

I am sure you realize that the members of our Brotherhood and the members of all other Non-Operating Brotherhoods cannot maintain the picket lines without some means of support for themselves and their families. These people have served many years in your category (that is, they had jobs whereby they could support themselves and their families); now they are in a different position, defending and preserving the principles of Organized Labor.

If we expect to win this fight, we must continue to fight to the bitter end; this we intend to do. With your help and support we are working, hoping and praying that this strike will soon come to an end.

We want to again assure you that your kind and unselfish support is appreciated by every member on the F.E.C. far more than words can express.

J. E. Dubberly

to maintainer in May 1920. He was later promoted to foreman in 1924, and to signal inspector and assistant signal supervisor from 1945 thru 1950. He later returned to maintenance at Edmond, Oklahoma where he remained until retirement.

Sandy tells me that he is going to spend his time as a rock hound and doing woodworking. The members of our Local wish he and his family many happy years of retirement.

"Grogan" Dawson, who entered Santa Fe Service in 1922 at Olathe, Kansas, became foreman in 1926. He started maintaining in 1942 and moved to Newton, Kansas as maintainer in 1948. He remained there until his retirement. His son is the agent at Galatia, Kansas. Grogan says all he is going to do is to take it easy and play dominoes. Again, the members of our Local wish to extend best wishes for a happy retirement.

Our next meeting will be held in Oklahoma City, Oklahoma at the Kincaid Hotel on January 15, 1966.

M. E. Craft

Canadian Pacific

CARLETON PL., ONT (144). Our regular meeting was held in the Queen's Hotel in Montreal, Que. All officers were present including Grand Lodge Representative and General Chairman H. A. Stockdale.

Minutes of the previous meeting were read and adopted.

In regard to the special assessment of $1 per month, all Brothers please note that you will be classified as delinquent if this obligation is not met. Local 144 members are advised to forward their dues and assessment to Brother E. F. Charlebois, financial secretary, 1520 Nicolas Perrot, Trois Rivieres, P. Que. This assessment of $1 per month from July 1, 1965, amounts to $6 for the year 1965. Some members are paid up for '65, others might have overlooked or forgotten. This assessment is to aid our striking Brothers on the Florida East Coast Railway. Authority for this assessment was legally processed at the Montreal Convention held during August, 1964, by delegates attending.

We would like to have more information regarding the extension of territory and reduction of staff on the Eastern Region.

Several items discussed at the meeting included:

* Accumulative sick leave with pay.
* The Canada Pension Plan and its effect on our present pension system. It was felt that better benefits would result if the Canada Plan supplemented our existing plan.
* We would like more information about the new Labour Law. We recognize that it will affect the 205 1/3 hr. clause of our agreement.
* Expenses for meals, since territory was extended May 1, 1965, the Canadian winter does not present too much of a picnic atmosphere sitting in the snow eating frozen sandwiches with a thermos of hot tea.
* Private automobile expense or compensation for the use of same in case of emergencies.
* Maintainers who work alone and are required to operate a motorcar. With the winter coming, night calls, drifting snow, and few motorcar setoffs, we would welcome some action.

We would like to see more constructive agenda at our meetings and a follow through with action.

Brothers, in preparing grievances, get acquainted with the facts, study and prepare the case. Base your argument on the Agreement. While we are engaged in petty dealings, the management pushes ahead.

We have some big issues at hand, let's concentrate our efforts in that direction. Give your General Chairman a chance to work for the good of all. You will see more interesting meetings and a better attendance.

To one and to all, my best wishes for a happy and prosperous new year, "Peace on Earth to Men of Good Will".

J. P. Beriault

Pennsylvania

TERRE HAUTE, IND. (142). Members of our Local met recently at the Coon Hunters Lodge near Greencastle, Indiana to honor retiring Brother Russell A. Ash. Approximately 50 members and their wives were present at the outdoor affair. Refreshments were served and steaks were broiled over open coals to serve the crowd.

Secretary J.B. Ferres and Local Chairman O. L. Harbour served in the dual role of chef and hosts. They were assisted by their wives and other ladies who prepared salads, potatoes, baked beans and numerous other dishes of delicious and ample fare.

Following the meal President Jesse Clark, a member of Local 142, addressed the group. Brother Ash was presented with a gift to commemorate his retirement.

Brother Ash pointed out that he had come to the Pennsylvania during September, 1929 and explained that he started work in construction when they were "Blocking" the P.R.R. He had previously worked for the Monon and the Louisville & Nashville Railroads. He added that he had worked a little here and a little there and had actually worked all over the P.R.R.

"I started as a helper on the Monon," Ash said, "and went to the L&N as a wireman and signalman. I came to the Pennsy during a force reduction on the L&N when I couldn't even bump a helper. I sold my home and came directly to the P.R.R., he said, spending most of my time on the Cincinnati Division and the St. Louis Division. I bounced around about 18 years before I landed on a regular job."

When asked of his future plans, Ash replied that he was going to stay on at his place near Greencastle. "Greencastle was my home originally and I have this little place. I have no plans for the future and will just piddle around on my three acres.

"Seems like so many of our fellows intend to do some fishing after they retire, but, there is no place here to fish and a fellow would set all day without getting a bite. If I want to fish I'll go to Florida on a little trip. One can catch fish down there," he added.

We offer our sincere thanks and congratulations to the entertainment committee for the excellent job they did in arranging this most enjoyable affair.

J.J.A.

Those shown above are: left to right—Local Secretary J. B. Ferres, Retired Brother Russell P. Ash, Local Chairman O. L. Harbour, and President Jesse Clark. All are members of Local 142. Brother Ash was presented a gift commemorating his many years of signal service and Brotherhood fellowship.

Baltimore & Ohio

DAYTON, OHIO (94). Our meeting for construction gangs was held on the Chicago Division at Garrett, Indiana by Local Chairman G. J. Erford. General Chairman H. C. Guscott attended and participated in the discussions.

Several matters of general interest discussed were the passing of the Medicare Bill by Congress which will provide hospitalization for all covered persons retiring under the Railroad Retirement Act. The February 7, 1965 Agreement was discussed to some length as some of the members of the construction gangs were not yet protected either in position, or compensation under this agreement.

The General Chairman reported that he had visited D. H. Kelley's gang on the Toledo Division. They are installing connections from the D.T.&I. to the B.&O. where D.T.&I. trains will operate over the B.&O. from North Lima to Leipsic, Ohio. Connections are being made at North Lima, Columbus Grove, Ottawa, and Liepsic. Completion date is scheduled for December 1965.

E. E. Akers, signal supervisor, Akron Division seniority district, retired September 1. He is succeeded by F. W. Gary, former Assistant Supervisor, Akron.

L. Hollada has been appointed Supervisor Ohio Cincinnati in place of H. Anderson who resigned.

All B.&O. employes should note that claims involving working conditions and rates of pay should be handled with the Division Engineer and not the Signal Supervisor. This is in accordance with the B.&O. Agreement.

Charles Berger, B.&O. Toledo Division is once again on sick leave. We hope he will recover soon.

St. Louis Division West: W. A. Lindsey of Flora, Illinois, has been appointed Signal Inspector filling the position long held by G. O. Hout who retired in July of this year. We welcome J. Brieding and W. L. Mohler recently hired on the Akron Division to our Brotherhood.

Members of Local 94 working in Brother P. G. Emmon's gang are shown as they were stringing in line wire. From left to right they are: L. Krouse, J. Winters, and J. Pickelsiner.

G. L. Shepard, St. Louis Division, Medora, Indiana who was burned while on duty during November, 1963, has concluded his claim with the B.&O. and is now retired on a disability annuity.

Chicago Division: Foreman P. G. Emmons' gang is at Attica Jct., Ohio, installing an automatic interlocking.

Foreman J. J. Robinson's gang is at Walkerton, Indiana, installing a new interlocking.

L. J. Galloway's gang is at Sherwood, Ohio, working on the interlocking.

F. L. Falk's gang is working on traffic control in the vicinity of Hicksville, Ohio.

Members who do not have a copy of the booklet relative to Travelers Group Insurance Plan for Employes and Dependents Health Insurance, should contact Mr. H. J. Harbert, B.&O. Accounting Department, Baltimore and Ohio Railroad, Baltimore, Maryland, for a copy. All members please save your copy of the Feb. 7, 1965 and the November 20, 1964 Agreements published in The Signalman's Journal as this is the only copy to be furnished.

The January 15, 1966 meeting of our Local will be held in the Gibson Hotel at Cincinnati, Ohio.

G. F. Hammond

Obituary

J. T. Rowe, retired member of Local 94, Baltimore & Ohio Railroad, passed away recently. He was 75.

Brother "Brownie" was a charter member of Local 94 and had been an active member throughout his working lifetime. He was leading maintainer at Cincinnati, Ohio at the time of his retirement.

The officers and members of Local 94 extend deepest sympathy to the surviving members of his family.

G. F. Hammond

E. E. Owens, member of Local 132, St. Louis Terminal, passed away suddenly October 29, 1965. He was at work at the time. He was 59.

Brother Owens came to the Terminal in April 1939 from the Pennsylvania Railroad. At the time of his passing he was working as foreman of the construction gang.

The officers and members of Local 132 extend our deepest sympathy to his widow and family. W. Mueller

George C. Nesbit, member of Local 132, St. Louis Terminal Railroad, passed away November 13, 1965. He was 54.

Brother "Pete" started with the Terminal in March 1938. For the past 25 years he was third trick maintainer at Perry Tower.

The officers and members of Local 132 extend deepest sympathy to the members of his family.

W. F. Mueller

Fred W. Cisler, retired member of Local 9, Chicago & North Western Railroad, passed away September 13, 1965. He was 73.

Brother Fred began his career in the Signal Department in 1916, joined the Brotherhood in 1918 and retired in April of 1958. During his tenure, he worked most positions on the District and at his retirement he was working the maintainer's job at Manitowoc which he held since 1939.

The officers and members of Local 9 extend their deepest sympathy to his son and other surviving members of his family. A. E. Nenn

Clarence P. Fisher, member of Local 31, Baltimore & Ohio Railroad, passed away November 12, 1965. He was 50.

Brother Fisher began his signaling career in Baltimore, Md. on February 27, 1946. At the time of his death he was signal foreman in Baltimore. He also served on Local Committee and always had a helping hand when needed. Brother Fisher served in World War II and was secretary-treasurer of Sheridan-Hood post 3065 V.F.W.

The officers and members of Local 31 extend deepest sympathy to his widow and other surviving members of his family. C. W. Durner

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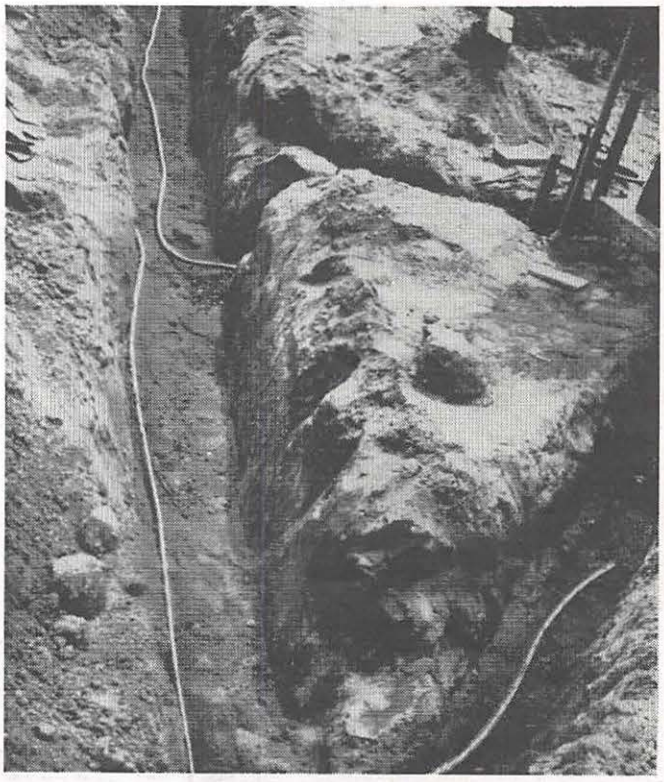

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